SOLICITATION, OFFER AND AWARD 1. THIS CONTRA				ACT IS A RATED ORDER RATING PAGE OF (15 CFR 700) 1 1						
2. CONTRACT NO.	, , , , , , , , , , , , , , , , , , ,									
z. commercino.	N00174-06-R-0041		LED BID (I			0.14201511	iory i chemistrio.			
	1100174-06-K-0041	[X] NEG	OTIATED	(RFP)	26 Jun 2006					
7. ISSUED BY NAVSEA INDIAN HEAD	CODE	N00174		8.	ADDRESS OFFER TO	(If other th	an Item7) C	ODE		
101 STRAUSS AVE. BLDG. 1558										
ATTN: AUDREY COSGROVE C13D AUDREY.COSGROVE@NAVY.MIL	TEL: 204/3	744 6650			See Item 7		т.			
INDIAN HEAD MD 20640-5035	TEL: 301/7 FAX:301/7						TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and							1700			
NOTE: In sealed bid solicitations offer and	offeror mean bid and bidder.		COL	ICTT	ATTON					
9. Sealed offers in original and	1 copies for furnishin	a the sunn			ATION in the Schedule will	be received at	the place specified in	Item 8 or if		
handcarried, in the depository lo		g the supp	Bldg.				il 03:00 PM local t		006	
naracarrea, in the appointing it			Diag.	1000	,		(Hour)	(Date)		
CAUTION - LATE Submissions		drawals: S	ee Section	ı L, P	rovision No. 52.21	4-7 or 52.215-	 All offers are subj 	ect to all terms	and	
conditions contained in this soli	citation.						Ta =			
10. FOR INFORMATION A. NAME CALL: AUDREY	A. COSGROVE		TELEPHOI 301/744-66		clude area code) (NC	COLLECT CALLS)	C. E-MAIL ADDRESS			
CALL. AUDRET	A. COSGROVE						audrey.cosgrove@navy.n	111		
/V CEC DI	COCDIDATION	БА		DESCRIPTION PACE(S)						
(X) SEC. DESCRIPTION PAGE(S) (X) SEC. DESCRIPTION							PAGE(S)			
X A SOLICITATION/ CON	THESCHEDULE	1	X	,	I CONTRACT C		NTRACT CLAUSES	<u> </u>	50 - 63	
	CES AND PRICES/ COSTS		13				EXHIBITS AND OT	HER ATTACI		
	S./ WORK STATEMENT		- 27 X		J LIST OF ATTA		EMIDIO AND OI	IIIXAIIACI	64 - 66	
X D PACKAGING AND M		28					TIONS AND INSTR	UCTIONS	10.00	
X E INSPECTION AND A	CCEPTANCE	29	- 30	,	REPRESENTA		IFICATIONS AND			
X F DELIVERIES OR PER			- 34 X	_	OTHER STAT				67 - 83	
X G CONTRACT ADMIN			- 38 X	_			ICES TO OFFEROR	S	84 - 95	
X H SPECIAL CONTRACT		, , , ,	- 49 X		M EVALUATION		OR AWARD		96 - 101	
	OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. 12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period										
is inserted by the offeror) from										
each item, delivered at the desi						ins upon which	prices are offered at	the price set of	pposite	
13. DISCOUNT FOR PROMPT										
(See Section I, Clause No. 52										
14. ACKNOWLEDGMENT OF		AM	IENDME	NT N	IO. DATE	E A	MENDMENT NO.	DA	ГЕ	
(The offeror acknowledges i	-									
to the SOLICITATION for documents numbered and date										
15A. NAME	CODE	<u> </u>	FAC	ILIT	Y	16. NAME A	ND TITLE OF PERS	ON AUTHOR	IZED TO	
AND							FER (Type or print)	,0111011011	LLD I O	
ADDRESS						Sidivori	LK(Type of print)			
OF OFFEROR										
OTTEROR										
15B. TELEPHONE NO (Include		IECK IF REM				17. SIGNAT	URE	18. OFFER	DATE	
		S DIFFEREN UCH ADDR								
19. ACCEPTED AS TO ITEMS NUME	NEDED 20 AM		KD (10	o be o	completed by Gov	ING AND APPRO	ODDIATION			
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22. AUTHORITY FOR USING OTHE	R THAN FULL AND OPEN O	OMPETITIO	N·		23 SURMIT	NVOICESTO	ADDRESS SHOWN	IN ITEM	Г	
10 U.S.C. 2304(c)(
24. ADMINISTERED BY (If other than										
`	,									
26. NAME OF CONTRACTING OFFICE	IR (Type or print)				27. UNITED ST	TATES OF AMER	ICA	28. AWARD	DATE	
TEL:	EMAIL:				/G: /	m of Control ::	Officer)			
TEL:	EMALL:	V 1 1 T	26	. 1		re of Contracting	Jincer)			

Section B - Supplies or Services and Prices

Lot I – Basic Requirement Demonstration Phase

The guaranteed minimum shall be CLINs 0001 through 0002.

During the EOD HULS Demonstration Phase, the Government will evaluate the selected proposed vendor systems against the performance requirements in a structured demonstration. The demonstration will be conducted over a five-day period. The location of the demonstration will be in Southern California (i.e., Long Beach/San Diego). Evaluation of the performance requirements will focus on the system's ability to accurately navigate within the selected demonstration area of the demonstration ship hull. The remainder of the hull, including complex areas (running gear, bow dome, inboard section, etc.), will be available as an option to vendors who desire to demonstrate additional capabilities. The two primary focues areas for the demonstrations will be (1) Contact Localization and (2) Sensor Area Coverage. The Government will also evaluate additional performance parameters as appropriate during the demonstration.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	EOD HULS Demonstration in accordance with sections 3.0 and 3.1 of the Statement of Work. FFP	1	Lot	\$	\$
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Reports and Data in accordance with Section J, DD Form 1423.	1	Lot	NSP	NSP
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Post Award Requirements Review in accordance with section 3.4.1 of the Statement of Work.	1	Lot	NSP	NSP

Lot II – Option I Prototype Phase

Those systems that come closest to meeting the Performance Specification during the Demonstration Phase will be selected for the Prototype Phase. The Government intends to select more than one system for the Prototype Phase. During the Prototype Phase, the Government will evaluate the conformance of the prototype system to the Performance Specification based on the results of RCT&E (see the EOD HULS Performance Specification). At the end of this phase, a down-select will occur for the system(s) that perform(s) the best (relative to meeting all the parameters in the specification) during RCT&E. If multiple vendors are tied at the end of RCT&E, cost will be considered as a tiebreaker. The cost used as the tiebreaker will be costs submitted in accordance with clause 52.216-5, Price Redetermination – Prospective. The vendor(s) will then be selected to continue on to the production phase.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0004	EOD HULS Prototype in accordance with sections 4.1 and 4.1.1 of the Statement of Work. FFP	1	Each	\$	_ \$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0005	Prototype Testing and Evaluation Support Services in accordance with section 4.2 of the Statement of Work. CPFF	1	Lot			
				MAX COST	\$	
				FIXED FEE	\$	
		7	TOTAL MAX	X COST + FEE	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0006	Status Reports in accordance with section 4.3 of the Statement of Work and Section J, DD Form 1423	2 0.11111	Lot	NSP		NSP
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0007	Reviews in accordance with section 4.4. of the Statement of Work.	1	Lot	NSP		NSP

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY			
0008	Data in accordance with Section J, DD Form 1423	1	Lot	NSP	NSP

Lot III – Option II Production Phase

Prior to the exercise of the Production Phase, a PCR/CDR will be conducted, the Performance Specification may be modified, and a price determination will be performed in accordance with clause 52.216-5.

ITEM NO 0009	SUPPLIES/SERVICES EOD HULS in accordance with section 5.1 of the Statement of Work. The maximum number of systems to be ordered under this contract is 15. The ordering period shall be FY 09 through FY 14. FP-PPR	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
ITEM NO 0009AA	SUPPLIES/SERVICES EOD HULS in accordance with section 5.1 of the Statement of Work. If ordered during FY 09. FP-PPR	MAX QUANTITY 15	UNIT Each	\$ UNIT PRICE	_ \$	MAX AMOUNT
ITEM NO 0009AB	SUPPLIES/SERVICES EOD HULS in accordance with section 5.1 of the Statement of Work. If ordered during FY 10. FP-PPR	MAX QUANTITY 15	UNIT Each	\$ UNIT PRICE	_ \$	MAX AMOUNT
ITEM NO 0009AC	SUPPLIES/SERVICES EOD HULS in accordance with section 5.1 of the Statement of Work. If ordered during FY 11. FP-PPR	MAX QUANTITY 15	UNIT Each	\$ UNIT PRICE	_ \$	MAX AMOUNT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0009AD	EOD HULS in accordance with section 5.1 of the Statement of Work. If ordered during FY 12. FP-PPR	15	Each	\$	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0009AE	EOD HULS in accordance with section 5.1 of the Statement of Work. If ordered during FY 13. FP-PPR	15	Each	\$	_ \$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0009AF	EOD HULS in accordance with section 5.1 of the Statement of Work. If ordered during FY 14. FP-PPR	15	Each	\$	_ \$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0010	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. The ordering period for this CLIN shall be FY 09 through FY 14. The maximum number of OBRP to be ordered under this contract is 15. FP-PPR	Q = 1.1.1.1.1	Each			
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0010AA	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. If ordered during FY 09. FP-PPR	15	Each	\$	_ \$	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AB	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. If ordered during FY 10. FP-PPR	15	Each	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AC	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. If ordered during FY 11. FP-PPR	15	Each	\$	\$
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AD	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. If ordered during FY 12. FP-PPR	15	Each	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AE	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. If ordered during FY 13. FP-PPR	15	Each	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AF	On-Board Repair Parts (OBRP) in accordance with section 5.2.2.1 of the Statement of Work. If ordered during FY 14. FP-PPR	15	Each	\$	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0011	Training Support in accordance with section 5.2.2.2 of the Statement of Work. FFP	1	Lot	\$	_ \$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0012	Lithium Battery in accordance with paragraph 5.2.3 of the Statement of Work. The minimum number of batteries that will be ordered is 15 and the maximum number of batteries that will be ordered is 30. The ordering period shall be FY09 through FY13. FFP	QOMMIT	Each			
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0012AA	Lithium Battery in accordance with paragraph 5.2.3 of the Statement of Work. If ordered during FY09. FFP	30	Each	\$	_ \$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0012AB	Lithium Battery in accordance with paragraph 5.2.3 of the Statement of Work. If ordered during FY10. FFP	30	Each	\$	_ \$	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	¢	MAX AMOUNT
0012AC	Lithium Battery in accordance with paragraph 5.2.3 of the Statement of Work. If ordered during FY11. FFP	30	Each	\$	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0012AD	Lithium Battery in accordance with paragraph 5.2.3 of the Statement of Work. If ordered during FY12. FFP	30	Each	\$	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0012AE	Lithium Battery in accordance with paragraph 5.2.3 of the Statement of Work. If ordered during FY 13. FFP	30	Each	\$	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0013	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. The ordering period for this CLIN is FY10 through FY16.		Lot			

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0013AA	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. If ordered during FY10. CPFF	1	Lot			
				MAX COST		
				FIXED FEE	\$ \$	
			TOTAL MAX	X COST + FEE	Φ	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0013AB	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. If ordered during FY11. CPFF	1	Lot			
				MAX COST	\$	
				FIXED FEE	\$	
			TOTAL MAX	X COST + FEE	\$	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0013AC	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. If ordered during FY12. CPFF	1	Lot			
	V.11			MAX COST	\$	
				FIXED FEE	\$	
			TOTAL MAX	X COST + FEE	\$	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AD	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. If ordered during FY13. CPFF	1	Lot		
				MAX COST	\$
				FIXED FEE	\$
			ΓΟΤΑL MA	X COST + FEE	\$
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AE	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. If ordered during FY14. CPFF	1	Lot		
				MAX COST	\$
				FIXED FEE	\$
			ГОТAL MA	X COST + FEE	\$
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AF	Post Production Support Services in accordance with paragraph 5.3 of the Statement of Work. If ordered during FY15. CPFF	1	Lot		
	-			MAX COST	\$
				FIXED FEE	\$
		- -	ΓΟΤΑL MA	X COST + FEE	\$

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MAY AMOUNT

HEMINO	SUFFLIES/SERVICES	QUANTITY	UNII	UNII FRICE	MAX AMOUNT
0013AG	Post Production Support Services in	1	Lot		
	accordance with paragraph 5.3 of the Statement of Work. If ordered during FY16. CPFF				
				MAX COST	\$
				FIXED FEE	\$
		ī	TOTAL MAX	X COST + FEE	\$
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Reports and Data in accordance with Section J, DD Form 1423, Exhibit C.	1	Lot	NSP	NSP

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LIMIT DDICE

CLAUSES INCORPORATED BY FULL TEXT

CLIDDLIEG/CEDA/ICEC

HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0007 - LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0014 - PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to _ percent (_%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

HQ B-2-0017 - REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

- (a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.
- (b) For purposes of this requirement, the intrinsic value of an item is defined as follows:
- (1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.
- (2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.
- (c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.
- (d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.
- (e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

- (f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.
- (g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.
- (h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

HQ B-2-0020 - TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) The Contractor shall not be reimbursed for:
 - (i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or
 - (ii) the following daily local travel costs:
 - travel at U.S. Military Installations where Government transportation is available,
 - travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

IHD 5 - FEE, COST PLUS FIXED FEE INDEFINITE QUANITITY TYPE CONTRACTS (NAVSEA/IHD) (FEB 2000)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

STATEMENT OF WORK for a EXPLOSIVE ORDNANCE DISPOSAL HULL UNMANNED UNDERWATER VEHICLE LOCALIZATION SYSTEM (EOD HULS)

1.0 **SCOPE**:

This statement of work describes the requirements to conduct a demonstration and, **if options are exercised**, produce, deliver, and support, a Prototype and Production Explosive Ordnance Disposal Hull Unmanned Underwater Vehicle Localization System to be used by US Naval forces in conducting ship hull and piers & pilings search operations (hereafter referred to as EOD HULS) with all supporting documentation described herein.

2.0 **APPLICABLE DOCUMENTS:**

The following documents are provided for guidance in the execution and preparation of the tasks and deliverables described herein:

- Performance Specification for an Explosive Ordnance Disposal Hull Unmanned Underwater Vehicle Localization System (EOD HULS), Program Executive Officer, Littoral and Mine Warfare (PMS-EOD), 17 May 2006
- MIL-HDBK-454, General Guidelines for Electronic Equipment
- ANSI/AQS 9001-2000, Quality Management Systems
- MIL-H-46855B, Human Engineering Requirements for Military Systems, Equipments and Facilities
- MIL-STD-1472F, Human Engineering Design Criteria for Military Systems, Equipments and Facilities
- MIL-STD-1686C, Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies, and Equipment (Excluding Electrically Initiated Explosive Devices)
- MIL-HDBK-263, Electrostatic Discharge Control Handbook for Protection of Electrical and Electronic Parts, Assemblies, and Equipment (Excluding Electrically Initiated Explosive Devices)
- Data Item Description DI-NDTI-80566, Test Plan
- Data Item Description DI-MISC-80508A, Technical Report Study / Services
- Data Item Description DI-MGMT-80227, Contractor's Progress, Status, and Management Report
- Data Item Description DI-ILSS-80134A, Proposed Spare Parts List
- Data Item Description DI-TMSS-80527A, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data
- Data Item Description DI-SESS-81003C, Commercial Drawings/Models and Associated Lists
- Data Item Description DI-QCIC-81007, Special Inspection Equipment Calibration Procedures
- Data Item Description DI-FNCL-80448, Life Cycle Cost (LCC) and Independent Schedule Assessment (ISA) Report
- Data Item Description DI-SESS-81523B, Training Conduct Support Document
- Data Item Description DI-SAFT-80102B, Safety Assessment Report (SAR)

3.0 **EOD HULS DEMONSTRATION:**

The contractor shall conduct a demonstration of a prospective EOD HULS that best meets the requirements of the EOD HULS Performance Specification (see paragraph 2.0) at a Government site in Southern California (i.e., San Diego / Long Beach) and shall provide a Lithium Battery Data Package, if the system is powered by a lithium battery, and an update to the EOD HULS Conversion Plan and Demonstration Plan as described below and in the

attached DD Form 1423, Exhibit A. The Demonstration Plan, the Conversion Plan, and the results of the Demonstration will be evaluated by the government in the selection for the EOD HULS Prototype Option(s).

3.1 EOD HULS DEMONSTRATION & DEMONSTRATION PLAN

- 3.1.1 **EOD HULS Demonstration.** Experience has shown that the key to a successful HULS search is the ability to navigate precisely on a curved ship's hull, in order to optimally position the UUV's sensor suite for detection and classification of targets. In order to mitigate risk in the acquisition program, an EOD HULS Demonstration shall be conducted on a ship's hull. The contractor will be required to conduct the search pattern, as described in the approved EOD HULS Demonstration Plan. The contractor will be expected to perform the required Pre-Mission Set-Up, Launch, Search, Recovery, and Post-Mission Analysis as described in the EOD HULS Performance Specification, to the extent capable by the system.
- 3.1.2 **EOD HULS Demonstration Plan.** An update to the EOD HULS Demonstration Plan, which was initially submitted in the Technical Approach in response to the solicitation, is required prior to the demonstration in accordance with the attached DD Form 1423, Exhibit A, A001.
- 3.2 **EOD HULS Conversion Plan.** An update to the EOD HULS Conversion Plan, which was initially submitted in the Technical Approach in response to the solicitation, is required at the time of the demonstration in accordance with the attached DD Form 1423, Exhibit A, A002.
- 3.3 **EOD HULS Power Supply.** If a Lithium battery(s) is/are used to power any subsystem or component of the EOD HULS (not including any laptop computer) and it is not approved for use by the Navy, a Lithium Battery Data Package shall be delivered in accordance with the attached DD Form 1423, Exhibit A. A003.

3.4 **REVIEWS**

3.4.1 **Post Award Requirements Review.** Upon contract award, the government will conduct a Requirements Review in the Washington, D.C. area to ensure that there is mutual understanding between the Government and the Contractor. The results of the Requirements Review will provide the contractor with input for the EOD HULS baseline.

4.0 **EOD HULS PROTOTYPE:**

4.1 EOD HULS PROTOTYPE & TECHNICAL / LOGISTIC DOCUMENTATION

If Option I is exercised, the contractor shall provide an EOD HULS Prototype which satisfies the requirements of the attached EOD HULS Performance Specification (see paragraph 2.0) and Technical / Logistic Documentation as described in the attached DD Forms 1423, Exhibit B.

The Production Manufacturing Process provisions identified in paragraph 5.2.1, below, shall be implemented during the EOD HULS Prototype fabrication/assembly.

4.1.1 **EOD HULS Prototype.** The EOD HULS Prototype shall consist of the following subsystems / components:

Subsystem / Component	Quantity
• Vehicle / Platform [Note 1]	2 ea
 Operator Console w/ all required software installed [Note 2] 	2 ea
 Ancillary Equipment, as required, to operate/maintain the system [Note 3] 	1 lot
 Storage and Transit Case(s) 	As Required

- Note 1: The Vehicle / Platform shall include the complete "mission ready" underwater subsystem including sensors.
- Note 2: Software shall provide for mission planning and post mission reporting and analysis in addition to system operation.
- Note 3: Any special tools and/or equipment needed to operate and/or maintain the EOD HULS at the organizational level shall be included, as a minimum.
- 4.1.2 **EOD HULS Power Supply.** If a Lithium battery(s) is/are used to power any subsystem or component of the EOD HULS (not including any laptop computer) and it is not approved for use by the Navy, a Lithium Battery Data Package shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B003.
- 4.1.3 **Technical / Logistic Documentation.** The Technical Logistic Documents shall consist of the following, and shall be delivered in accordance with the attached DD Forms 1423, Exhibit B:
- 4.1.3.1 On-Board Repair Parts (OBRP). The contractor will identify OBRP requirements to maintain the EOD HULS Prototype availability thresholds for a period of two years of operational use. The OBRP list shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B002.
- 4.1.3.2 Operation and Maintenance Manual. The contractor shall provide an operation and maintenance (O&M) manual that includes all operating and maintenance (preventive and corrective) instructions, including all procedures necessary to operate the EOD HULS Prototype in its full mission profile. The O&M manual shall also include specifications and standard data (e.g. dimensions and weight), inspection data, true vendor part numbers (and National Stock Numbers (NSN), as appropriate), and calibration/set-up procedures and data. The manual shall identify all pertinent information regarding O-level maintenance and information necessary to order O-level repair parts. The O&M manual shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B004.
- 4.1.3.3 Commercial Off-The-Shelf (COTS) Equipment/Component Manuals. Manuals for all appropriate commercial hardware (i.e., laptop computer, side-scan sonar, etc) will be provided with the EOD HULS Prototype documentation. The COTS Equipment/Component Manuals shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B005.
- 4.1.3.4 Engineering Drawings. The contractor shall provide one copy of engineering drawings for the complete configuration of the EOD HULS Prototype, including any unique ancillary / Support and Test Equipment (S&TE) required to operate and/or maintain the system. Performance and interface control data shall be included on all drawings; all source control items shall be clearly identified. All proprietary data shall be clearly identified as proprietary by the contractor. The Engineering Drawings shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B006. **Note:** These Engineering Drawings will be used for evaluation purposes within the Government only.
- 4.1.3.5 Metrology and Calibration Data. The contractor shall evaluate and specify metrology and calibration system requirements, to include any test equipment required to support the system. The contractor shall develop, test, and document the calibration procedure in the O&M manual or on the engineering drawing, as appropriate. The EOD HULS Calibration Procedures shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B007.
- 4.1.3.6 Diminishing Manufacturing Sources and Material Shortages (DMSMS). The contractor will identify potential parts/components/subsystems that are included in the design of the EOD HULS Prototype that may be involved in DMSMS. The DMSMS Parts List shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B008.

- 4.1.3.7 Life Cycle Cost Estimate. The contractor shall provide a Life Cycle Cost Estimate (LCCE) for the EOD HULS Prototype that covers a period of ten years, the expected life of the system. The LCCE shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B009.
- 4.1.3.8 Level of Repair Analysis. The contractor shall provide the results of a Level of Repair Analysis (LORA) for the EOD HULS Prototype. The LORA Report shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B010.

4.1.4 Prototype Testing and Evaluation.

- The EOD HULS Prototype with Technical/Logistic Documentation will undergo Prototype Test and Evaluation in accordance with the EOD HULS Performance Specification, which includes:
- ❖ Requirements Compliance Testing and Evaluation (RCT&E)
 - > Hardware Phase
 - Engineering Evaluation
 - User Evaluation
 - Environmental Testing
 - Documentation Phase

Upon completion of RCT&E, the contractor will conduct a Physical Configuration Audit (PCA) and the Government will conduct a Critical Design Review (CDR) to establish the product baseline for the production EOD HULS (see Paragraph 4.4.3). Following the PCA and CDR, the unit prices set forth in the production option shall be redetermined in accordance with FAR 52.216-5. The Government will evaluate the redetermined prices and the Life Cycle Cost Estimate prior to a Production Approval Decision. Following a successful Production Approval Decision, the Government may exercise the Production Option for the required production EOD HULS.

• The Life Cycle Cost Estimate will be evaluated for total overall cost for the life of the system (ten years).

4.2 PROTOTYPE TESTING AND EVALUATION SUPPORT SERVICES

The contractor shall provide the following support, on an as-needed basis, during the RCT&E, including engineering evaluation, fleet evaluation, and environmental testing. It is estimated that the RCT&E phase will last approximately 6 months.

- 4.2.1 **Initial Operation And Maintenance Training.** The contractor shall provide operation and organizational level maintenance training in sufficient detail to enable the government to safely and effectively use and maintain the EOD HULS Prototype during the RCT&E. The course shall cover, at a minimum, the necessary information, skill development, and practical application required by the student to set up, check out, pre-mission plan, operate, analyze sensor/navigation data, and perform preventive & corrective maintenance on the respective equipment/system. This course shall be conducted in the San Diego, CA area and shall accommodate a class size of fifteen (15) students. Training guides and handouts shall be provided for all students. The Training Conduct Support Document shall be delivered in accordance with the attached DD Form 1423, Exhibit B, B011.
- 4.2.2 **Spares Support.** The contractor shall provide spare and repair parts necessary to keep the EOD HULS Prototype fully operational during the RCT&E.
- 4.2.3 **Engineering Services.** The contractor shall provide engineering services during the RCT&E to include maintenance beyond the O-level capability and troubleshooting assistance for O-level maintenance. **Note:** Any loss of a vehicle or catastrophic damage due to government negligence during RCT&E will be the responsibility of the Government. These services will be provided on as as-needed basis.

4.3 **CONTRACT STATUS REPORTS**

The contractor shall prepare and submit monthly status reports in accordance with the attached DD Form 1423, Exhibit B, B001.

4.4 **REVIEWS**

- 4.4.1 **Post Exercise of Option Requirements Review.** After exercise of Option I, the government will conduct a Requirements Review in the Washington, .D.C area to ensure that there is mutual understanding between the Government and the Contractor. The review will include a Preliminary Design Review (PDR) on the EOD HULS proposed in response to the solicitation. The results of the Requirements Review and PDR will provide the contractor with input for the EOD HULS Prototype.
- 4.4.2 **Program Reviews.** It is anticipated that program reviews will be held on a quarterly basis at the contractor's facility. These reviews will be held to assess the status of the prototype effort and to identify and resolve any issues in a timely and effective manner. The contractor shall provide representatives as necessary to support each review.
- 4.4.3 **Physical Configuration Audit (PCA)** / **Critical Design Review (CDR).** Upon completion of RCT&E, the contractor shall conduct a physical configuration audit (PCA) on the EOD HULS Prototype that was tested and evaluated; government personnel will participate in the PCA. After the PCA is completed, the government will conduct a Critical Design Review (CDR). The results of the PCA and CDR will establish the product baseline for the production EOD HULS, if the production option is exercised. Any changes in the requirements will be processed by the Contracts Division at NAVSEA Indian Head and the contractor shall take no action until receipt of a properly executed modification.

5.0 **EOD HULS PRODUCTION:**

5.1 **EOD HULS**

If Option II is exercised, the contractor shall manufacture, build, assemble and test each EOD HULS, performing all inspections, calibration procedures, interface modifications, checkout and installation procedures, and packaging necessary to deliver production EOD HULS to the government which meet all the requirements of the system performance specification. Quantities to be delivered are as described in Section B of the contract. A EOD HULS will consist of the following major subsystems / components:

	SUBSYSTEM / COMPONENT	QUANTITY
•	Vehicle / Platform [Note 1]	2 ea
•	Operator Console w/ all required software installed [Note 2]	1 ea
•	Ancillary Equipment, as required, to operate/maintain the system [Note 3]	1 lot
*	Storage and Transit Cases	AR

Note 1: The Vehicle / Platform shall include the complete "mission ready" underwater subsystem including sensors.

Note 2: Software shall provide for mission planning and post mission reporting and analysis in addition to system operation.

Note 3: Any special tools and/or equipment needed to operate and/or maintain the EOD HULS at the organizational level shall be included, as a minimum.

5.2 **PRODUCTION ENGINEERING**

5.2.1 **Production Manufacturing Process.** The contractor shall manufacture the requisite number of production units in accordance with the requirements defined by the EOD HULS Performance Specification. All labor, material, and travel required to successfully execute the manufacturing process shall be provided by the contractor. Sound system engineering principles in accordance with NAVSO P-6071, "Best Practices," shall be applied to the manufacturing effort to ensure that all units delivered as a result of this effort will perform as required in the intended mission environment. Material selection, design, and manufacturing techniques shall be in accordance with best commercial practices equivalent to MIL-HDBK-454 guidelines. Proper consideration shall be given to complex configurations and intersections, cyclic fatigue, and temperature stresses as appropriate for an underwater system.

The contractor shall establish and implement an Electrostatic Discharge (ESD) control program in accordance with the requirements of MIL-STD-1686C. The contractor shall also apply the ESD control program requirements to subcontractors, suppliers and vendors to provide continuous protection for the ESDS parts, assemblies and equipment. Detailed guidance for establishing, implementing, documenting, and auditing the elements of an ESD control program is provided in MIL-HDBK-263.

- 5.2.2 **Integrated Logistic Support Program.** The contractor shall conduct an ILS program as part of the production effort that will ensure the supportability of the EOD HULS in the Fleet for the estimated life of ten (10) years. The ILS tasks required are described in the following paragraphs.
- 5.2.2.1 **On-Board Repair Parts (OBRP).** The contractor will identify OBRP requirements to maintain the system availability thresholds for a period of two years of operational use. The OBRP List shall be delivered in accordance with the attached DD Form 1423, Exhibit C, C002. Quantities of the OBRP identified on the approved list shall be delivered in accordance with Section B of the contract.
- 5.2.2.2 **Training Support.** The contractor shall conduct an Operators and Maintenance job skill type Pilot Course within thirty days of the delivery of the first system. The course shall cover, at a minimum, the necessary information, skill development, and practical application required by the student to set up, check out, premission plan, operate, analyze sensor/navigation data, and perform preventive & corrective maintenance on the respective equipment/system. This course shall be conducted in the San Diego, CA area and shall accommodate a class size of up to fifteen (15) students. Training guides and handouts shall be provided for all students. The Training Conduct Support Document shall be delivered in accordance with the attached DD Form 1423 and, upon completion of the first training course, the Training Conduct Support Document shall be updated and delivered to the government in accordance with the DD Form 1423, Exhibit C, C003. Only one training course will be conducted under this subparagraph.
- 5.2.2.3 **Technical/Logistic Data.** The contractor shall provide the following Technical/Logistic data to support the operation, maintenance, and support of the EOD HULS. All technical data shall be delivered in accordance with the attached DD Forms 1423.
- Operation and Maintenance Manual. The contractor shall provide an operation and maintenance (O&M) manual that includes all operating and maintenance (preventive and corrective) instructions, including all procedures necessary to operate the EOD HULS in its full mission profile. The O&M manual shall also include specifications and standard data (e.g. dimensions and weight), inspection data, true vendor part numbers (and National Stock Numbers (NSN), as appropriate), and calibration/set-up procedures and data. The manual shall identify all pertinent information regarding O-level maintenance and information necessary to order O-level repair parts. The O&M Manual shall be delivered in accordance with the attached DD Forms 1423, Exhibit C, C004.
- <u>Commercial Off-The-Shelf (COTS) Equipment/Component Manuals</u>. Manuals for all appropriate commercial hardware (i.e., laptop computer, sonar, etc) will be provided with the EOD HULS documentation in accordance with the attached DD Forms 1423, Exhibit C, C005.
- Engineering Drawings. The contractor shall provide engineering drawings for the complete configuration of

the EOD HULS, including any unique S&TE required to operate and/or maintain the system and shall ensure that the drawings are adequate for the physical configuration audit of the system. Performance and interface control data shall be included on all drawings; all source control items shall be clearly identified. Proprietary data shall be clearly marked. **Note:** These Engineering Drawings will be used for configuration control purposes only and all proprietary data will be treated accordingly. The Engineering Drawings shall be delivered in accordance with the attached DD Forms 1423, Exhibit C, C006.

- Metrology and Calibration Data. The contractor shall evaluate and specify metrology and calibration system requirements, to include any test equipment required to support the system. The contractor shall develop, test, and document the calibration procedure in the O&M manual or on the engineering drawing, as appropriate. The EOD HULS Calibration Procedures shall be delivered in accordance with the attached DD Forms 1423, Exhibit C, C007.
- <u>Diminishing Manufacturing Sources and Material Shortages (DMSMS)</u>. The contractor will identify potential parts/components/subsystems that are included in the design of the EOD HULS that may be involved in DMSMS. The Potential DMSMS Parts List shall be delivered in accordance with the attached DD Form 1423, Exhibit C, C008.
- <u>Life Cycle Cost Estimate (LCCE)</u>. The contractor shall provide a LCCE for the EOD HULS that covers a period of ten years, the expected life of the system. The LCCE shall be delivered in accordance with the attached DD Forms 1423, Exhibit C, C009.
- 5.2.2.4 **Configuration Management Program.** The contractor shall establish and maintain a configuration management program that includes an organizational structure for configuration identification, configuration control methods, and configuration status accounting. The contractor shall maintain a configuration baseline in accordance with internal practices for the estimated life of the EOD HULS of ten (10) years.

Configuration control of the EOD HULS delivered to the Navy will remain with the contractor; however, after establishment of the approved product baseline, the contractor shall maintain a Configuration Management Log identifying each serial numbered subsystem/component, with all components/subcomponents/etc. by part number that are included in the system configuration, and a history of the configuration changes. The contractor shall also notify the government of any proposed changes to the product baseline to allow the Government time to evaluate the change and determine if the change is in the best interest of the government. The Notification of Changes to Commercial Equipment/computer software and documentation shall be delivered in accordance with the attached DD Form 1423, Exhibit C, C010. The approved product baseline of the EOD HULS delivered under this contract shall not be changed without the approval of the government and shall be implemented through the Engineering Change proposal and the Changes Clause of the contract.

Upon receipt of production EOD HULS, the government will conduct a tailored PCA, inclusive of any changes made since the baseline was established, to verify the baseline integrity. The government will also conduct a Functional Configuration Audit (FCA) on the EOD HULS to insure that they meet the requirements of the EOD HULS Performance Specification.

- 5.2.2.5 **Reliability and Maintainability Program.** The contractor shall establish and maintain a reliability and maintainability program that includes provisions for collection of R&M data during production and factory acceptance testing. If requested, Engineering Failure Analyses of all failures will be conducted and the results provided to the government in accordance with the attached DD Form 1423, Exhibit C, C012. The contractor shall provide the results of a Level of Repair Analysis (LORA) in accordance with the attached DD Form 1423, Exhibit C, C011.
- 5.2.2.6 **Safety Program.** The contractor shall, at all times, be cognizant of the importance of safety in this effort. System safety planning shall be integral to all work performed under this contract and all products delivered as a result of this contract shall be designed, fabricated, tested, and delivered in accordance with accepted safety

standards and practices. The contractor shall provide a System Assessment Report (SAR) in accordance with the attached DD Form 1423, Exhibit C, C013.

- 5.2.2.7 Quality Management System (QMS). The contractor shall establish, implement, and maintain a QMS that includes the description of the quality assurance processes, management principles, implementation and maintenance of the QMS, and how it will achieve/apply the requirements of ANSI/ASQ 9001-2000, Quality Management System requirements, dated December 12, 2000, or equivalent QMS. In addition, it shall: 1) describe how the contractor will monitor their suppliers to ensure they adhere to good quality assurance processes and principles; and 2) identify the interface between the QMS and the requirements for reliability, maintainability, and configuration management.
- 5.2.2.8 **Human Factors Engineering.** The contractor shall establish, implement, and maintain a human factors program to support the requirements of the EOD HULS Performance Specification. The human factors program shall ensure that the design and configuration of the EOD HULS, including the vehicle, computer, software, file management, navigation equipment, operator to vehicle communications, transport/storage containers, displays/controls, labels, illumination, tools, launch/recovery equipment, accesses, batteries and battery charger, documentation, and all ancilliary equipment, shall be compatible with the planned human users. All human-machine interfaces including software shall be designed such that human workload, accuracy, mental processing, and communications requirements do not exceed the user capabilities. All interfaces shall be designed to promote accurate and timely decision-making. See paragraph 2.0 for applicable references.

The contractor shall perform a task analysis to determine all tasks the users must perform to accomplish a mission. This task analysis should identify all human-to-machine interfaces to assist in the efforts; 1) to assure that the human performance requirements do not exceed the human (mental, physical, and training) capabilities, and 2) to optimize system performance with human users.

5.2.3 **EOD HULS Power Supply.** If a Lithium battery(s) is/are used to power any subsystem or component of the EOD HULS (not including the User Console/laptop computer) and they are not approved for use by the Navy, a Lithium Battery Data Package shall be delivered in accordance with the attached DD Form 1423, Exhibit C, C014. In addition, batteries shall be delivered to the Navy to support testing required for their approval, which is required prior to fielding the EOD HULS. Quantities to be delivered and delivery dates are as described in Section B and Section F of the contract.

5.3 POST-PRODUCTION SUPPORT SERVICES

The contractor shall provide, on an as-needed basis, the labor and travel necessary to maintain the ILS Program and to provide comprehensive depot and supply support services for all systems delivered as a result of this contract for a 12 month duration (and subsequent options, if funded). Total depot and supply support services will extend for ten years, if all delivery orders are funded.

- 5.3.1 **EOD HULS Maintenance Concept.** The EOD HULS maintenance support is based on two levels of maintenance: organizational level (O-level) and depot level (D-level).
- O-level maintenance is performed by the Fleet user and will include periodic checks of system performance, visual inspections, cleaning, servicing, adjustments, and removal and replacement of authorized components.
- D-level maintenance is any repair procedure beyond the planned capability of the Fleet user. Depot actions may include complete overhaul, rebuilding, detailed calibration, and/or complex repairs and modifications.
- 5.3.2 **In-Service Supply Support Services.** The contractor shall provide fleet spares support using a Direct Vendor Delivery (DVD) support process, which allows the contractor to fill Government orders by shipping directly to the customer from contractor parts inventories. This process will allow for the procurement of parts (e.g., spare, repair, and replenishment). The contractor shall provide the management functions, procedures, and techniques used to acquire, catalog, receive, store, transfer, and issue all necessary parts, components, and subsystems in a

timely, adequate, and as needed basis. This includes the replenishment of parts stocks, and spares for ancillary / support and test equipment. The designated Contracting Officers Representative (COR) is assigned as the authorized ordering activity under this contract for supply support items:

COR Name & Address will be inserted prior to award of the contract(s)

Although the ordering activity is responsible for issuing and administering any order placed hereunder for supply support items, no authority to modify any provision of this contract is granted. Requests for deviation from the terms and conditions of this contract must be submitted to the Contracting Officer for consideration. The contract shall control in the event of conflict with any order.

Delivery orders issued under this contract will be transmitted via the Internet or by facsimile. The issuance of the transmission constitutes a binding order.

- 5.3.3 **Depot Maintenance Services.** The contractor shall provide D-level maintenance support for all EOD HULS delivered under this contract. This support shall be provided on an as-needed basis for the duration of the contract. Repair and/or replacement turnaround time shall be less than ten days. All D-level spare and repair part requirements will be filled using the contractor's on-site inventories.
- 5.3.4 **Troubleshooting Assistance.** The contractor shall provide troubleshooting assistance to the Fleet Users for all EOD HULS delivered under this contract. This support shall be provided on as as-needed basis for the duration of the contract.
- 5.3.5 **Technical and Engineering Support.** The contractor shall provide technical and engineering support, on an as needed basis, to analyze problems/failures of the EOD HULS and to recommend solutions to those problems. In addition, the contractor shall provide assistance in the design and implementation of enhancements to the EOD HULS, including operating software and user console that are identified by the user after delivery and acceptance by the Government.
- 5.3.6 **Training Support.** The contractor shall conduct an Operators and Maintenance job skill type course on an as needed basis. The course shall cover, at a minimum, the necessary information, skill development, and practical application required by the student to set up, check out, pre-mission plan, operate, analyze sensor/navigation data, and perform preventive & corrective maintenance on the respective equipment/system. This course will normally be conducted in the San Diego, CA area and shall accommodate a class size of up to fifteen (15) students; however, the course could be conducted at an alternate location, if required. Training guides and handouts shall be provided for all students.

5.4 CONTRACT STATUS REPORTS

The contractor shall prepare and submit monthly status reports in accordance with the attached DD Form 1423, Exhibit C, C001.

5.5 **REVIEWS**

5.5.1 **Program Reviews.** It is anticipated that production program reviews will be held on a quarterly basis at the contractor's facility. These reviews will be held to assess the status of the production effort and to identify and resolve production issues in a timely and effective manner. The contractor shall provide representatives as necessary to support each review.

5.6 **DOCUMENTATION/DATA RIGHTS**

In the event of the demise of the contractor, the contractor shall make the option available for the government to purchase the necessary documentation and/or data rights necessary to support and/or produce the EOD HULS. In this event, a separate contract will be negotiated.

6.0 **DATA REQUIREMENTS:**

The following is a list of all the data required under this contract.

Note: All technical data shall be delivered in accordance with the attached DD Forms 1423.

6.1 **EOD HULS Demonstration Requirements: (DD Form 1423, Exhibit A)**

<u>Paragraph</u>	Data Requirement
3.1.2	EOD HULS Demonstration Plan
3.2	EOD HULS Conversion Plan
3.3	Lithium Battery Data Package

6.2 **EOD HULS Prototype Requirements: (DD Forms 1423, Exhibit B)**

<u>Paragra</u>	<u>Data Requirement</u>
4.1.2	Lithium Battery Data Package
4.1.3.1	On-Board Repair Parts (OBRP) List
4.1.3.2	Operation and Maintenance Manual(s)
4.1.3.3	COTS Equipment/Component Manuals
4.1.3.4	Commercial Drawings and Associated Lists
4.1.3.5	Special Inspection Equipment Calibration Procedures
4.1.3.6	Potential Diminishing Manufacturing Sources and Material Shortages (DMSMS) Parts List
4.1.3.7	Life Cycle Cost Estimate
4.1.3.8	Level of Repair Analysis (LORA)
4.2.1	Training Conduct Support Document
4.3	Contract Status Reports

6.3 EOD HULS Production Requirements: (DD Forms 1423, Exhibit C)

Paragraph Data Requirement

- 5.2.2.1 On-Board Repair Parts (OBRP) List
- 5.2.2.2 Training Conduct Support Document

5.2.2.3	COTS Equipment/Component Manuals
5.2.2.3	Commercial Drawings and Associated Lists
5.2.2.3	Special Inspection Equipment Calibration Procedures
5.2.2.3	Potential Diminishing Manufacturing Sources and Material Shortages (DMSMS) Parts List
5.2.2.3	Life Cycle Cost Estimate
5.2.2.4	Notification of Changes to Commercial Equipment/Computer Software and Documentation
5.2.2.5	Level of Repair Analysis (LORA)
5.2.2.5	Engineering Failure Analysis Report
5.2.2.6	Safety Assessment Report (SAR)
5.2.3	Lithium Battery Data Package
5.4	Contract Status Reports

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HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

5.2.2.3 Operation and Maintenance Manual(s)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (MAR 2001)

- (a) <u>Baseline Definition</u> For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.
- (b) <u>General Requirement</u> (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan for approval by the Government.
- (2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Change documentation shall be submitted to the Supervisor in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.
- (c) Engineering Change Proposals (Short Form, DD Form 1693) MIL-STD-973 shall be used as general guidance for completing this standard form. This form shall be used whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Ship Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. Due to space limitations of the Standard DD Form 1693, the Contractor may use form continuation sheets to assure that sufficient detailed information, including appropriate illustrations, is provided. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the Engineering Change Proposal (ECP) if approved. Weight and moment data incidental to the change shall be provided in Block 15 of the form. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.
- (d) Non-Engineering Change Proposals (NAVSEA Form 4130) This form shall be used to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the ship. The completed Form 4130 should explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Due to the space limitation on the form, continuation sheets may be used. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.
- (e) <u>Deviations and Waivers (DD Form 1694)</u> In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a request for deviation or waiver, as applicable. The explanation of "need for deviation" of Block 24 should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation, and should include any proposed corrections or modifications to better meet the intent of the baseline document. MIL-STD-973 provides guidance in completing DD Form 1694.

- (f) <u>Equitable Adjustments for Change Documentation Preparations</u> For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances.
- (1) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Supervisor's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Supervisor denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Supervisor approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Government requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Government, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.
- (6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).
- (g) The Contractor shall verify (by physical inspection of the vessel) to the Government, that all Field Modification Requests (FMRs) and Headquarters Modification Requests (HMRs) (including Government responsible trial items) have been incorporated into the vessel. Verification shall include:
 - (1) List of all HMRs and FMRs authorized to date.
 - (2) List of those HMRs and FMRs verified to be complete.
- (3) List of those HMRs and FMRs which are partially complete or not started with scheduled date for their completion.
- (h) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP) on the DD Form 1693 series and shall be supplemented by the information required by the "VALUE ENGINEERING" clause.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted	ed and performed in acc	cordance with detailed
obligations to which the Contractor committed itself in Proposal	dated	in response to
NAVSEA Solicitation No. N00174-		_

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF

PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0002 – PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) <u>0004</u>, <u>0009</u>, <u>and 0010</u> – The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 – MARKING AND PACKING LIST(S) (NAVSEA)(NOV 1996)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provide by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

${\bf IHD~31-\underline{MARKING~OF~SHIPMENTS~(COMMERCIALLY~PACKAGED~ITEMS)(NAVSEA/IHD)~FEB~2000}$

- (a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."
- (b) Additional markings are stated below:

Contract No:

Bldg: TO BE FILLED IN AT TIME OF AWARD

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/Services will be inspected/accepted at:

CLI N	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
LOT	I – BASIC REQUIREMENT			
0001	Todd Webber, Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001	Todd Weber Code 2353	Todd Webber, Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001	Todd Weber Code 2353
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
LOT	II – OPTION I			
0004	004 Todd Webber, Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001 Todd Weber Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001		SPAWAR Systems Center 53560 Hull Street	Todd Weber Code 2353
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
LOT	III – OPTION II			
0009	Todd Webber, Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001	Todd Weber Code 2353	Todd Webber, Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001	Todd Weber Code 2353
0010	Todd Webber, Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001 Todd Weber Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001 Todd Weber Code 2353 SPAWAR Systems Center 53560 Hull Street San Diego, CA 92152-5001		Todd Weber Code 2353	
0011	N/A	N/A	N/A	N/A
0012	Carderock Division Naval Surface Warfare Center 9500 MacArthur Blvd. West Bethesda, MD 20817-5700	Julie Banner Code 644	Carderock Division Naval Surface Warfare Center 9500 MacArthur Blvd. West Bethesda, MD 20817-5700	Julie Banner Code 644

0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

Item(s) All - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 30 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 – INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

The following dates are estimates. Actual delivery dates will be specified on individual orders.

CLIN	DELIVERY DATE	UNIT OF ISSUE	MAX QUANTITY	FOB	SHIP TO ADDRESS
LOT I -	- BASIC REQUIREMENT				
0001	120 days after issuance of order	Lot	1	Destinatio n	Receiving Officer SPAWAR System Center Attn: Todd Webber, Code 2353 53605 Hull St., Bldg. 63 San Diego, CA 92152-5410
0002	In accordance with Section J, DD Form 1423, Exhibit A	Lot	1	Destinatio n	In accordance with Section J, DD Form 1423, Exhibit A
0003	To be specified on individual delivery orders	Lot	1	Destinatio n	
LOT II	- OPTION I				
0004	300 days after issuance of order	Each	1	Destinatio n	Receiving Officer SPAWAR System Center Attn: Todd Webber, Code 2353 53605 Hull St., Bldg. 33 San Diego, CA 92152-5410
0005	Period of Performance shall be 150 days from	Lot	1	Destinatio n	To be specified on individual delivery orders

	delivery of CLIN 0003				
0006	In accordance with Section J, DD Form 1423, Exhibit A	Lot	1	Destinatio n	In accordance with Section J, DD Form 1423, Exhibit A
0007	To be specified on individual delivery orders	Lot	1	Destinatio n	To be specified on individual delivery orders
0008	In accordance with Section J, DD Form 1423, Exhibit A	Lot	1	Destinatio n	In accordance with Section J, DD Form 1423, Exhibit A
LOT III	– OPTION II				
0009	360 days after issuance of order	Each		Destinatio n	Receiving Officer SPAWAR System Center Attn: Todd Webber, Code 2353 53605 Hull St., Bldg. 33 San Diego, CA 92152-5410
0009A A	Same as CLIN 0009	Each	15	Destinatio n	Same as CLIN 0009
0009AB	Same as CLIN 0009	Each	15	Destinatio n	Same as CLIN 0009
0009AC	Same as CLIN 0009	Each	15	Destinatio n	Same as CLIN 0009
0009A D	Same as CLIN 0009	Each	15	Destinatio n	Same as CLIN 0009
0009AE	Same as CLIN 0009	Each	15	Destinatio n	Same as CLIN 0009
0009AF	Same as CLIN 0009	Each	15	Destinatio n	Same as CLIN 0009
0010	360 days after issuance of order	Each		Destinatio n	Same as CLIN 0008
0010A A	Same as CLIN 0010	Each	15	Destinatio n	Same as CLIN 0010
0010AB	Same as CLIN 0010	Each	15	Destinatio n	Same as CLIN 0010
0010AC	Same as CLIN 0010	Each	15	Destinatio n	Same as CLIN 0010

0010A D	Same as CLIN 0010	Each	15	Destinatio n	Same as CLIN 0010
0010AE	Same as CLIN 0010	Each	15	Destinatio n	Same as CLIN 0010
0010AF	Same as CLIN 0010	Each	15	Destinatio n	Same as CLIN 0010
0011	To be specified on individual delivery orders	Lot	1	Destinatio n	To be specified on individual delivery orders
0012	120 days after date of production order	Each		Destinatio n	Carderock Division Naval Surface Warfare Center 9500 MacArthur Blvd. West Bethesda, MD 20817-5700 Attn: Julie Banner, Code 644
0012A A	Same as CLIN 0012	Each	30	Destinatio n	Same as CLIN 0012
0012AB	Same as CLIN 0012	Each	30	Destinatio n	Same as CLIN 0012
0012AC	Same as CLIN 0012	Each	30	Destinatio n	Same as CLIN 0012
0012A D	Same as CLIN 0012	Each	30	Destinatio n	Same as CLIN 0012
0012AE	Same as CLIN 0012	Each	30	Destinatio n	Same as CLIN 0012
0013A A	Period of performance is 01 January 2010 through 31 December 2010	Lot	1	Destinatio n	As specified on individual task orders
0013AB	Period of performance is 01 January 2011 through 31 December 2011	Lot	1	Destinatio n	As specified on individual task orders
0013AC	Period of performance is 01 January 2012 through 31 December 2012	Lot	1	Destinatio n	As specified on individual task orders
0013A D	Period of performance is 01 January 2013 through 31 December 2013	Lot	1	Destinatio n	As specified on individual task orders
0013AE	Period of performance is 01 January 2014 through 31 December 2014	Lot	1	Destinatio n	As specified on individual task orders

0013AF	Period of performance is 01 January 2015 through	Lot	1	Destinatio n	As specified on individual task orders
	31 December 2015			11	orders
0013A G	Period of performance is 01 January 2016 through 31 December 2016	Lot	1	Destinatio n	As specified on individual task orders
0014	In accordance with Section J, DD Form 1423	Lot	1	Desintatio n	In accordance with Section J, DD Form 1423

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORSTRO	N OSED DELIV	ERT SCHEDUL	Ľ
Within Days			
After Date			
Item No. Quantity	of Contract		

OFFEDOD'S DDODOSED DEI IVEDV SCHEDI II E

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer SPAWAR System Center Attn: Todd Webber, Code 2353 53605 Hull St., Bldg. 33 San Diego, CA 92152-5410

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of 120 days beginning with the effective date of this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting

classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:
a separate invoice for each activity designated to receive the supplies or services.
X a consolidated invoice covering all shipments delivered under an individual order
either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

(To be completed by Contract Specialist)

INVOICES MUT BE SUBMITTED IN ACCORDANCE WITH SECTION I, CLAUSE 252.232-7003

* Check applicable procedure. (End of clause)

NAPS 5252.232-9001 <u>SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)</u>

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

TO BE FILLED IN AT TIME OF AWARD

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer's Representative. Following verification, the <u>contract auditor*</u> will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- other invoices (if any) previously tendered under this contract.

 (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not p
- appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

*In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "Contract Auditor".

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

ATTN:

NSWC INDIAN HEAD DIVISION

101 STRAUSS AVE

INDIAN HEAD, MD 20640-5035

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

(END OF TEXT)

^{**} Check Appropriate requirements.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: Audrey Cosgrove Phone Number: (301)744-6650

Payments/Invoicing: Ellen Laricsy

Phone Number: (301)744-6883

Technical Representative: Todd Webber Phone Number: (619)553-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Renee M. Brown at (301) 744-6653.

IHD 76 - <u>INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005</u>

- 1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.
- 2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: http://www.opm.gov/fedhol/index.asp.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

AREA	FROM	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) <u>National Item Identification Number (NIIN)</u>. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) <u>National Stock Number (NSN)</u>. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.216-9110 ORDERS (FIXED-PRICE) (JUN 2000)

- (a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.
- (b) <u>Ordering</u>. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) set forth any discount offered for prompt payment;
- (9) be dated;
- (10) be identified by number in accordance with DFARS 204.7004;
- (11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (12) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (14) be issued on an SF 26 or a DD Form 1155; and
- (15) set forth any other pertinent information.
- (c) <u>Firm Priced Orders</u>. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.
- (d) <u>Undefinitized Orders</u>. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling

amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

- (e) <u>Rejection of Unilateral Orders</u>. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.
- (f) <u>Definitization of Undefinitized Orders</u>. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.
- (2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:
 - (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.740l; or
 - (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.
- (3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).
- (g) <u>Limitation of Government Liability</u>. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.
- (2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount

of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

- (3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.
- (4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.
- (h) <u>Initial Spares</u>. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.
- (i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

<u>Item</u> Funds

5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JUN 2000)

- (a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.
- (b) <u>Ordering</u>. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:
 - (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the

appropriate item under Section B of this agreement;

- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth the estimated cost and fixed fee, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered:
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (13) be issued on an SF 26 or a DD Form 1155; and
- (14) set forth any other pertinent information.
- (c) <u>Priced Orders</u>. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order has been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.
- (d) <u>Undefinitized Orders</u>. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall

commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

- (e) <u>Rejection of Unilateral Orders</u>. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.
- (f) <u>Definitization of Undefinitized Orders</u>. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.
- (2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:
 - (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.740l; or
 - (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.
- (3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).
- (g) <u>Limitation of Government Liability</u>. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.
- (2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.
- (3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the

limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

- (4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.
- (h) <u>Initial Spares</u>. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.
- (i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item Funds

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center P.O. Box 8000 Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677

FAX: (909) 273-5200

Internet: http://www.gidep.corona.navy.mil

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

TO BE SPECIFIED AT TIME OF AWARD

IHD 1 - <u>CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD</u> (JAN 2001)

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at http://www.nslcptsmh.navsea.navy.mil. Further information on CPARS is available at that web-site.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	E-mail Address (optional)
-		
	· -	

IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION TITLE

K Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Name: Mailing Address:

Code: Telephone No.:

(b) The Alternate COR for this contract is:

Name: Mailing Address:

Code: Telephone No.:

- (c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).
- (d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.
- (e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

IHD 122 - PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

- (b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.
- (c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

IHD 123 - SF 294 AND SF 295 REPORTING REQUIREMENTS (FEB 2000)(NAVSEA/IHD)

(1) SF 294 Subcontracting Report for Individual Contracts:

This report is required for each contract containing a Subcontracting Plan. Semi-Annually during contract performance for the periods ending March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer.

(2) SF 295 Summary Subcontract Report:

This report must be submitted semi-annually during contract performance for the six months ending March 31st and the twelve months ending September 30th. Reports are due 30 days after the close of each reporting period.

(NOTE: Use Special Instructions for Commercial Products Plans, see back of SF 295.)

(3) SF 294 and SF 295 shall be submitted to the following personnel:

Name/Address/Title Submit SF294 Submit SF295

1. Contracting Officer yes-original yes - original (address shown on page 1 of contract document)

- NAVSEA, IHD yes-copy yes copy Small Business Specialist Code SB 101 Strauss Avenue Indian Head, MD. 20640-5035
- 3. DCMAO yes-original yes-original (address shown on page 1 of contract document)

IHD 125 - TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The following types of delivery orders will be issued under this contract:

Firm-fixed-price Cost-plus-fixed-fee

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

	- a	****
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	JUN 2003
	Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for	JAN 2005
	Debarment	
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records – Negotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data of Information Other	OCT 1997
	Than Cost or Pricing Data – Modifications	
52.216-7	Allowable Cost and Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preferences for HUBZone Small	JUL 2005
	Business Concerns	
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan – Alternate II	OCT 2001
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	sDEC 2001
52 222 20	Of The Vietnam Era, and Other Eligible Veterans	DEC 2004
52.222-39	Notification of Employee Rights Concerning Payment of	DEC 2004
50 000 C	Union Dues or Fees	MAN 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restriction on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
52 227 1	Economic Enterprises	HH 1005
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996

	Infringement	
52.227-14	Rights in Data – General	JUN 1987
52.228-7	Insurance – Liability to Third Persons	MAR 1996
52.229-3	Federal, State, And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment – Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
02.202 00	Registration	301 2000
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes – Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award – Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAR 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.243-2 Alt I	ChangesCost-Reimbursement – Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability – Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
	Price)	
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	-DEC 2004
	Contract-Related Felonies	
252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a	SEP 2004
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.219-7003	Small, Small Disadvantaged and Women-Owned Small	APR 1996
	Business Subcontracting Plan (DoD Contracts)	
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003

252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7025	Restriction on Acquistion of Forgings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic	SEP 2004
	Enterprises, and Native Hawaiian Small Business Concerns	
252.227-7013	Rights In Technical Data – Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and	JUN 1995
	Noncommercial Computer Software Documentation	
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions – Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-	JUN 1995
	Furnished Information Marked with Restrictive Legends	
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data – Witholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7004	DoD Progress Payment Rates	OCT 2001
252.242-7004		
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	NOV 2005
	Components (DoD Contracts)	
252.246-7000	Material Inspection and Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

- (a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.
- (b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition (FAR) in effect on the date of this contract.
- (c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to 570 days thereafter or prior to the exercise of Option II, [see Note (1)] and the second and each succeeding period shall extend for the remainder of the contract, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.
- (d) Data submission. (1) Not more than 60 days nor less than 30 days [see Note (2)] days before the end of each redetermination period, except the last, the Contractor shall submit--
- (i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--

- (A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;
- (B) Sufficient data to support the accuracy and reliability of this estimate; and
- (C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and
- (ii) A statement of all costs incurred in performing this contract through the end of the preceding month [see Note (3)] before the submission of proposed prices, on Standard Form 1411, Contract Pricing Proposal Cover Sheet (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-
- (A) Supplies delivered and services performed; and
- (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).
- (2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--
- (i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for-
- (A) Supplies delivered and services performed; and
- (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and
- (ii) Any other relevant data that the Contracting Officer may reasonably require.
- (3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.
- (e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.
- (f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.
- (g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

- (h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.
- (1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--
- (i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
- (ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
- (iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and
- (iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
- (2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.
- (3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
- (4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.
- (i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--
- (1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) of this section, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) of this section relating to tax credits; and

- (2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) of this section, and this paragraph (i), modified as required by subparagraph (1) of this section.
- (j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.
- (k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

NOTES:

- (1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.
- (2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.
- (3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 10 years thereafter [insert dates].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of the total potential value of the contract (insert dollar figure or quantity);
- (2) Any order for a combination of items in excess of the total potential value of the contract (insert dollar figure or quantity); or
- (3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract [insert date].

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 120 days after date of award (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.
 (End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquistion Regulation 2.101, Definitions.

- "Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid--types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--
- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item number	Item description
N/A	N/A

- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution `DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The `DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/dpap/UID/guides.htm; and
- (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
- (i) The Contractor shall--
- (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code--

- (a) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number.**

(9) Current part number effective date.**
(10) Serial number.**
(11) Unit of measure.
(12) Description.
** Once per item.
(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/UID/DataSubmission.htm.
(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.
(End of clause)
252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)
(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm (paragraph 4.2).
(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall
(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)
SPI Process:
Facility:

Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:
(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror
(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.
(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS, EXHIBITS

Attachment A – Contract Data Requirements List (CDRL – DD Form 1423)

Can be located at the end of the solicitation

Attachment B – Data Item Description (DID – DD Form 1664)

Can be located at the end of the solicitation

Attachment C – Contract Administration Plan

Attachment D – Performance Specification

Can be located at the end of the solicitation

Attachment C

INDEFINITE QUANTITY SUPPLY CONTRACT WITH ORDERS PLACED BY PCO (for IDIQ contracts that contain additional provisions for maintenance or performance acceptance criteria)

CONTRACT ADMINISTRATION PLAN CONTRACT NO. N00174-06-D-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the functions assigned.

- 1. PROCURING CONTRACTING OFFICERS (PCO) is responsible for:
 - a. All pre-award information, questions, data, or Freedom of Information inquiries.
 - b. Post-award conference
 - c. All post-award changes or interpretations regarding the scope, terms or conditions of the basic contract and delivery orders (unless technical clarifications/questions can be resolved by the COR).
 - d. Placing of delivery orders against the contract.
 - e. Maintaining a log of delivery orders placed, assuring that any stated "minimum" is ordered and that the "maximum" is not exceeded.
 - f. Monitoring of the COR.
 - g. Meeting annually with COR to review contract performance (joint responsibility of the COR). This may be satisfied telephonically, depending on the circumstances.

Other			

- 2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
- 3. DEFENSE CONTRACT AUDIT AGENCY (DCAA). If the contract contains any contract line items (CLINs) which are invoiced on a cost reimbursable basis, DCAA is responsible for audit verification/provisional approval of invoices and final audit of the costs before final payment of such costs to the contractor.
- 4. PAYING OFFICE is responsible for payment of approved proper invoices after acceptance is documented.
- 5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Controlling all Government technical interface with the contractor and providing technical advice and clarifications of the specifications/Statement of Work.
 - b. Providing copies of all Government/contractor technical correspondence to the PCO.
 - c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor).
 - d. Assuring that items ordered are delivered on time, and promptly notifying the PCO if any contractor delay in delivery is experienced.
 - e. If applicable, coordination of site preparation and installation to the extent specified in the contract as the government's responsibility.
 - f. Quality assurance, inspection and acceptances of supplies, or services (if applicable).
 - g. If applicable, monitoring standard of performance testing or effectiveness level acceptance criteria.
 - h. If applicable, monitoring of credits, such as downtime credits for maintenance if provided for in the contract, and making appropriate adjustments on contractor reimbursement.

- Promptly reviewing the. contractor's invoices for goods/services received and accepted, to assure that they
 conform to the contract pricing and the delivery order. Improper invoices shall be returned immediately to
 the contractor. Proper correct invoices and/or DD250's, as applicable, shall be approved and forwarded to
 the paying office.
- j. If multiple activities will be ordering under the contract, the COR shall be the central point through which all requests for delivery orders must be submitted.
- k. Monitoring of the quantity of items ordered to assure that no requests are submitted to the PCO to order items in excess of that authorized by the contract (by contract line item).
- 1. Maintain a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- m. Meeting annually with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstances.
- n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19
 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5
 "Contracting Officer's Technical Representative" and the COR Appointment Letter.
- o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually.
- p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- q. Contract Performance Assessment System (CPARS).

() CPARS does NOT apply to this contract.

(X) This contract WILL be registered in the CPARS database by the Procurement Department with the assistance of the COR. As stated in the COR appointment letter, the COR is responsible for updating the CPRAS database.

Other		
NAMES/ADDRESS/TELEPH	ONE NUMBERS OF COGNIZA	NT INDIVIDUAL/OFFICE
COR		
Name	Code	Telephone
`	cer who signed contract document C13	
Name	Code	Telephone
PAYING OFFICE (refer to page	ge one of the contract document)	
CAO (refer to page one of the	contract document)	
DCAA (if applicable)		
Offi	ce/Branch	Address

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). reporting requirements described in FAR 4.904, the TIN provided verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.

TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52 204 5 WOMEN OWNED DUGDIEGG (OFFICE THAN GMALL DUGDIEGG) (251 V 1000)
52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].
(2) The small business size standard is [insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
() Paragraph (c) applies.
() Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. (End of Provision)
52.207-4 ECONOMIC PURCHASE QUANTITYSUPPLIES (AUG 1987)
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

X7777. 6	OFFEROR RECOMMENDATIONS PRICE						
ITEM	QUANTITY	QUOTATION	TOTAL				

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

- 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511 (insert NAICS code).
- (2) The small business size standard is 750 employees (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision
Service-disabled veteran-owned small business concern
(1) Means a small business concern
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product
Listed Countries of Origin
(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(End of provision)
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) () It has, () has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
(End of provision)
52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).

- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- appropriate block)-
 () None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check

software.
Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

Official Where Filed:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB cognizant ACO or Federal official and/or from the loose-	
Date of Disclosure Statement:Official Where Filed:	_ Name and Address of Cognizant ACO or Federal
The offeror further certifies that the practices used in esting cost accounting practices disclosed in the Disclosure State	mating costs in pricing this proposal are consistent with the ement.
(2) Certificate of Previously Submitted Disclosure Statem	nent.
The offeror hereby certifies that the required Disclosure S	Statement was filed as follows:
Date of Disclosure Statement:	Name and Address of Cognizant ACO or Federal

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO (End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

- (a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:
(Line Item Number Country of Origin)
(Country of Origin)
(3) The following end products are other foreign end products:
(Line Item Number)
(Country of Origin) (If known)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (JUN 2005)

- (a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--
- (1) The offer exceeds \$10 million in value; and

(End of provision)

- (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--
- (i) Exceeds \$500,000 in value; and
- (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for--
- (1) Subcontracts;
- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using--
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:

(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors – Competitive Acquistions	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-14	Notice of Availability of Progress Payments Exclusively for	APR 1984
	Small Business Concerns	
252.227-7017	Identification and Assertion of Use, Release, or Disclosure	JUN 1995
	Restrictions	
252.227-7028	Technical Data or Computer Software Previously Delivered	JUN 1995
	to the Government	

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>firm-fixed-price cost-plus-fixed-fee fixed price prospective price redetermination indefinite delivery indefinite quantity contract resulting from this solicitation.</u>

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Renee M. Brown, NAVSEA Indian Head, 101 Strauss Avenue, Building 1558, Indian Head, MD 20640-5035
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.far/gov

(End of provision

HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

- (a) <u>Definition of Make-or-Buy Program</u>: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.
- (b) <u>Requirements of Make-or-Buy Program under this Solicitation</u>. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.
- (c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".
- (d) <u>Information Required in Offeror's Make-or-Buy Program</u>. Offeror shall include in its proposed make-or-buy program:
 - (1) A description of each major item or work effort.
 - (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
 - (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
 - (6) Identification of proposed subcontractors, if known, and their location and size status.

- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
 - (8) Any other information the Contracting Officer requires in order to evaluate the program.

HQ L-2-0009 - SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

SECTION L PROPOSAL REQUIREMENTS

I. GENERAL INSTRUCTIONS

Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offer, the Government will consider how well the Offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an Offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages Offerors to contact the Contracting Officer by telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions. The Offeror will be evaluated on the following factors, which are listed in descending order of importance:

- (A) Technical Approach
- (B) Offeror Capability
- (C) Small Business Subcontracting Plan (if required)
- (D) Cost and Price Information

Note: The offer/proposal submission is a factor, but is not weighted.

The Government will consider the technical approach more important than capability, which is more important than price in deciding which of the offers is the best overall value. The small business subcontracting plan will be evaluated separately and distinctly from other factors.

Offerors shall be required to submit five (5) separate volumes (I, II, III, IV, and V) containing the information detailed below:

Volume I – Offer (2 copies)

- A complete copy of the solicitation completely filled out by the Offeror;
- Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the Offeror and any other information requested provided;

Acceptance, via signature, of all amendments

Volume II – Technical Approach (7 hard copies & 1 electronic copy)

Volume III – Offeror Capability Information (2 copies)

Volume IV – Small Business Sub-Contracting Plan (2 copies, if required)

Volume V – Cost and Price Information (2 copies)

A. Instructions for Written Proposals

- a) Legibility, clarity, and compliance with the requirements of the solicitation are essential.
- b) Clarity and completeness of the proposal are of utmost importantance. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of understanding or cost consciousness. Elaborate artwork, expensive paper, and expensive visual or other presentation aids are neither necessary or desired. These shall be construed as indicated above. In addition, Offerors **shall not** include any promotional literature or video media as part of their proposal.
- c) Each volume shall contain a table of contents listing the chapters, sections, subsections, page numbers, etc. Each volume shall be bound separately. All pages in each volume shall be numbered and each chapter/section within a volume shall begin on a new page. Each volume shall include a cover page that contains the following:
 - 1. The full company name and address of the Offeror to include phone and fax numbers;
 - 2. The point(s) of contact for technical and contractual issues to include phone and fax numbers as well as e-mail addresses;
 - 3. The volume number and title, copy number, and the Offeror's tracking number;
 - 4. The solicitation number for the RFP.
- d) No electronic or hard copies shall contain links to Internet sites.
- e) Only Volumes I, IV, and V shall contain cost and price information.

B. Offer/Proposal Submission

Although Volumes I through V constitute the Offeror's submission, and must be submitted in strict accordance with these instructions, only Volumes I, II, and IV will be considered by the Government to be the Offeror's proposal and will be incorporated into the contract and become binding. These items constitute the Offeror's assent to the terms of the RFP and the Offeror's proposed prices or estimated cost and fee. By submitting these items, a promise is made by the Offeror to accede to the terms and conditions of the RFP and complete the specified work in accordance with those terms and conditions. It is from this information that the Government will develop the promised value for each Offeror.

II. Offer/Proposal Evaluation

The evaluation includes Volume II – Technical Approach, Volume III – Offeror Capability, Volume IV – Small Business Subcontracting Plan (if required), and Volume V – Cost and Price Information. The Government

will consider an Offeror's Technical Approach to be significantly more important than capability information, which is more important than cost and price information in evaluating the offers. The Small Business Sub-Contracting Plan will be evaluated separately and distinctly from the other factors.

A. Volume II – Technical Approach (7 hard copies & 1 electronic copy)

The Offeror's Technical Approach must address the following six (6) factors for the Explosive Ordnance Disposal Hull Unmanned Underwater Vehicle Localization System (EOD HULS). The factors are listed in descending order of importance with the exception of "Summary" which is the least important:

- Summary
- Existing System and Capabilities
- EOD HULS Conversion Plan
- EOD HULS Demonstration Plan
- Support Services
- Production Plan

To aid in its evaluation, Volume II should be written and organized so as to be in a general order consistent with the RFP, the SOW, and evaluation factors. The "Technical Approach" is limited to 50 pages, single sided, 8.5 X 11 inches, 1 inch margins (top, bottom, left & right), Times New Roman font, 10 point type or larger. The page count does not include illustrations, charts, drawings, or diagrams that may be presented on foldout pages. Attempts at brevity are encouraged. Electronic copies shall be prepared in Microsoft application programs (MS Word or Excel) or be readable by these programs with no loss of page layout or formatting information. Electronic copies shall contain the exact files printed for each hard copy volume and directions for conversions, if required. All electronic copies shall be properly labeled. No electronic or hard copies shall contain hyperlinks to internet sites. All information that would be contained in the link must be presented in the electronic or hard copies.

The Offeror's Technical Approach will be evaluated on a numerical scoring basis. These factors are worth a total of 100 points. The Offeror shall explain **how** they propose to meet the requirements as prescribed in the Statement of Work and the EOD HULS Performance Specification. The Offeror must address the following: (a) Summary; (b) Existing System and Capabilities; (c) EOD HULS Conversion Plan; (d) EOD HULS Demonstration Plan; (e) Support Services; and (f) Production Plan.

a. Summary:

The proposal summary shall provide a concise statement of the Offeror's understanding of the overall concept of the work being proposed. The proposal summary shall also include a cross reference matrix which identifies each of the major evaluation sub-factors for award (paragraphs b through f) and cross references these sub-factors to the specific section or sections of the Offeror's proposal. **Failure to provide this matrix will result in a reduced technical approach score.**

b. Existing System and Capabilities:

The Offeror shall provide a detailed description of the existing system that provides the basis for the proposal and the capabilities of that system. If the System is powered by a Lithium Battery, the Offeror shall provide a copy of the approval for shipment under the provisions of 49 CFR Section 173.185. Provide any documented test data that supports the information provided.

c. EOD HULS Conversion Plan:

An EOD HULS Conversion Plan is required only if the existing system, at the time of the proposal, is not capable of fully meeting the requirements of the EOD HULS Performance Specification. If a HULS EOD Conversion Plan is not required in accordance with the above, the Offeror shall so state in its proposal.

The Contractor shall describe in detail how their existing System will be converted in order to meet the requirements of the attached EOD HULS Performance Specification. For each requirement of the

Performance Specification (paragraphs 6.0 & 7.0 and all subparagraphs), the offeror shall state the capability of their existing system and the expected capability of their proposed system. For each characteristic where the capability of the proposed system exceeds the capability of the existing system, the offeror shall provide a detailed description of the approach to be used to achieve the increase in capability. The technical risks associated with achieving each such increase in capability shall be identified, discussed in detail, and categorized as low, moderate, or high by the offeror.

d. EOD HULS Demonstration Plan:

Experience has shown that the key to a successful HULS search is the ability to navigate precisely on a curved ship's hull, in order to optimally position the UUV's sensor suite for detection and classification of targets. In order to mitigate risk in the acquisition program, an EOD HULS Demonstration will be conducted on a ship's hull. The Offeror shall provide an EOD HULS Demonstration Plan for the proposed system. The plan should include the following major sections, as a minimum: 1) Introduction, 2) Demonstration Overview, 3) Resources and Requirements, 4) Detailed Demonstration Procedures, and 5) Data analysis. The Government envisions a demonstration in which the prospective EOD HULS performs a survey on a ship hull, primarily on a non-complex area where targets have been positioned. The primary focus of this demonstration is to evaluate the current performance of the prospective HULS in the categories of target localization accuracy, sensor coverage area quality, and target classification in a low-visibility environment. If this type of demonstration does not suit the proposed system design, the offeror may propose an alternate demonstration scenario. If an alternate approach is proposed, the Demonstration Plan shall include an explanation as to why an alternate approach is beneficial and describe the alternate demonstration scenario in detail.

e. Support Services:

The Offeror shall describe in detail their plan for providing the Prototype Testing & Evaluation and Post-Production Support Services for the life of the EOD HULS, estimated to be 10 years. Major prototype testing & evaluation support tasks include: 1) initial operation and maintenance training; 2) spares support; and 3) engineering services. Major post-production support tasks include: 1) inservice supply support services; 2) depot maintenance services; 3) troubleshooting assistance; 4) Technical and Engineering Support; and 5) training support.

f. Production Plan:

The Offeror shall describe their plan for manufacturing the required quantity of production units during the production window of the contract. The plan shall address all actions that are necessary to produce, test, and deliver acceptable systems. Materials, fabrication flow, time in process, tools, test equipment, production facilities, plant capacity, and management and technical personnel should be described and integrated into a complete sequence and schedule of events that includes prime contractor and subcontractor activities. The Offeror shall describe how they will ensure that both the production baseline and the production process are controlled and disciplined in order to achieve repeatability of product. The Offeror shall describe their quality management system and safety programs, to include the organization of each.

B. Volume III - Offeror Capability Information (2 copies)

a. Relevant Experience Narrative (Not to exceed 15 pages)

The Offeror's description of their relevant experience shall not exceed 15 pages in total. **Offerors should note that the Government will only evaluate the first fifteen (15) pages of the Relevant Experience Narrative should the narrative exceed fifteen (15) pages.** The Offeror shall describe their relevant experience in each of the SOW task areas. The Offeror shall not parrot the SOW task descriptions, as that is ineffective in supporting the Offeror's claim of having gained relevant experience in the given task area. The Offeror shall specifically provide information on the Offeror's years of experience with fabricating underwater vehicle systems (i.e., Autonomous Underwater Vehicles, Remotely Operated Vehicles, etc.). The Offeror shall address what percentage of the

company's business is directly related to fabricating underwater vehicle systems (i.e., Autonomous Underwater Vehicles, Remotely Operated Vehicles, etc.). The Offeror shall address the Offeror's relevant work processes and procedures associated with performing the work, as well as the difficulties and uncertainties encountered. The Offeror shall also provide information on problems encountered on previous contracts and the corrective actions taken. The narrative shall also contain the benefits gained from each contract or subcontract performed.

The Government will not attribute to an Offeror the individual experience of the Offeror's current or prospective employees. The Offeror shall address, if applicable, what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort. The Government will give greater weight to prime contractor experience than subcontract experience.

b. Past Performance

Past performance is a measure of the degree to which an Offeror, as an organization, has, during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Offeror shall provide a minimum of three (3) references who will be able to provide information regarding the Offeror's past performance during the past three (3) years in the following areas: (1) customer satisfaction; (2) timeliness; (3) technical success; and (4) quality. **The reference information must be current to facilitate the evaluation process.**

The Offeror will submit the Past Performance Questionnaire (Attachment 1) to each of the references listed on the Past Performance Matrix; a minimum of three (3) is required. The Offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

NAVSEA Indian Head Attn: Audrey Cosgrove, Code C13D 101 Strauss Avenue Building 1558 Indian Head, MD 20640-5035

Fax: (301) 744-6670 Email: audrey.cosgrove@navy.mil

The Offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist within the requested timeframe may result in the inability of the Government to rank the Offeror's past performance and may affect the overall LOCAR.

In the investigation of an Offeror's past performance, the Government reserves the right to contract former customers and Government agencies, and other private and public sources of information.

The Government will also assess the role that subcontractors have played in contributing to the success and/or failure of the Offeror and to what extent subcontractors' performance has contributed to the past performance evaluation.

The Government will also assess an Offeror's record in complying with subcontracting plan goals, if applicable.

The Past Performance Reference List shall contain the following information prepared in the following format:

(1)	(2)	(3) Program	(4)	(5)		(5)		(5)		(5)		(5)		(5)		(5)		(5)		(5)		(6)
Contract Number	Contract Type	Title & Brief Desc. Of Work	PC/SC	POC	POC	Date Questionnaire Faxed/Mailed																
		Performed		Name Telephone		T uxcu/Wancu																

(Chart compressed to fit page. Offerors may expand and format for a landscaped page.)

- (1) Contract No./Delivery Order
- (2) Contract/Delivery Order Type
- (3) Program Title, including a brief [50 words or less] description of work performed.
- (4) Enter PC if performed as Prime Contractor or SC if performed as Sub-Contractor.
- (5) Point of Contact Name and Telephone Number
- (6) Date Questionnaire faxed/mailed to the Program Manager/COR

The Offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE

Program Managers, or their Contracting Officer Representatives, are requested to complete the attached past performance questionnaire to be used in evaluating past performance. Upon completion please submit to:

OUTSIDE ENVELOPE: NAVSEA Indian Head

Attn: Audrey Cosgrove, Code C13D

101 Strauss Avenue Building 1558

Indian Head, MD 20640-5035

INNER ENVELOPE: Attn: Ms. Audrey Cosgrove, Code C13D

RFP N00174-06-R-0041

SOURCE SELECTION PAST PERFORMANCE QUESTIONNAIRE

A.	CONTRACTOR:				_				
B.	CONTRACT NUMBER:						_		
C.	CONTRACT TYPE:								
D.	ORIGINAL CONTRACT VALUE:							_	
E.	CURRENT CONTRACT VALUE:								
F.	NATURE OF EFFORT:								
G.	PERIOD OF PERFORMANCE:							_	
Н.	PLACE OF PERFORMANCE:							_	
choose contrac the que	complete the questionnaire as a coordinated effort for the Contracting the number on the scale of 1 to 5, which most accurately describes the t listed above. A "5" represents <i>superior performance</i> , and "1" indication is <i>not applicable</i> , circle "N/A". Please add any comments and intractor's probable performance.	Contractes <i>u</i>	racto <i>nace</i>	r's p c <i>epta</i>	erfoi ible p	rman <i>perfo</i>	ice o	n the nce.	If
1.	Evaluate the Contractor's compliance with contractual terms and conditions.	1	2	3	4	5	N/	A	
2.	Evaluate the Contractor's adherence to task schedules and mission requirements.	1	2	3	4	5	N/.	A	
3.	How well did the Contractor demonstrate the ability to overcome program, technical, or schedule difficulties?	1	2	3	4	5	N/	A	
4.	Evaluate the Contractor's responsiveness to technical direction.			1	2	3	4	5	N/A
5.	Evaluate the Contractor's technical judgment as demonstrated by the quality of their design reviews.	1	2	3	4	5	N/.	A	
6.	Evaluate the Contractor's ability to solve business management problems without extensive guidance from the procuring activity counterpart.	1	2	3	4	5	N/	A	
7.	How responsive and reasonable was the Contractor with regard to negotiating changes and modifications.	1	2	3	4	5	N/.	A	
8.	Evaluate the Contractor's labor force in terms of overall qualifications to perform the work required.	1	2	3	4	5	N/.	A	
9.	Evaluate the Contractor's willingness and ability to integrate as a team with the existing work force, (Government and/or other contractors.)	1	2	3	4	5	N/	A	

10.	Evaluate the stability of the Contractor's work force	1	2	3	4	5	N/A	
11.	How well did the Contractor exercise management control over his own personnel?	1	2	3	4	5	N/A	
12.	If the Contractor used subcontractor(s), how well did the Contractor exercise management control over the subcontractor(s)?	1	2	3	4	5	N/A	
13.	Evaluate the Contractor's work control procedures.	1	2	3	4	5	N/A	
14.	How responsive was the Contractor to after hours emergency calls?	1	2	3	4	5	N/A	
15.	Evaluate the Contractor's cost reporting and estimating system.	1	2	3	4	5	N/A	
16.	Evaluate the Contractor's ability to control costs, including overhead.	1	2	3	4	5	N/A	
17.	Evaluate the responsiveness and quality of Contractor reports and documentation.	1	2	3	4	5	N/A	
18.	Evaluate the Contractor's development and utilization of key personnel.	1	2	3	4	5	N/A	
19.	If the contract specified subcontracting goals, how well did the Contractor comply?	1	2	3	4	5	N/A	
20.	How has the use of uncompensated overtime affected productivity?							
21.	Was the Contractor cooperative in negotiations and in resolving issues	s?		YE	ES	NC)	
22.	Have there been any termination's of tasks due to inability to meet technical requirements, delivery schedules, or cost Predictions? If so, how many?			YE	ES	NO)	
23.	Would you award similar contracts to the Contractor in the future?			YE	ES	NC)	
24.	What role did you play (e.g. COR, Contract Specialist, ACO? How long?	_						

NAME (Printed)/P hone SIGNATURE DATE

Comments:

C. Volume IV - Small Business Sub-Contracting Plan (applies to and is mandatory for large business Offerors only) (2 copies)

There is no page limit restriction on the subcontracting plan. The subcontracting plan will be evaluated by the Contracting Officer or designee. Offeror's subcontracting plan shall become part of any resultant contract. Offerors shall submit a small business subcontracting plan in accordance with FAR 52.219-9 (Jan 2002) (see also 252.219-7003 (Apr 1996) or 252.219-7004 (Jun 1997), Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program), whichever is appropriate). The Offeror's small business subcontracting plan shall include all eleven (11) items cited in FAR clause 52.219-1, subparagraph d(1) through (11). The Navy's subcontracting goals for this requirement are: 23% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% of the effort for Service Disabled Veteran-Owned Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR 52.219-9, "Small Business Subcontracting Plan," (Oct 2001) and DFARS clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)," (Apr 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed. Offerors should also note that submission of the Small Business Subcontracting Plan shall be concurrent with submission of the Offeror's proposal.

D. Volume V – Cost/Price Information

The price proposal shall include the completed solicitation document and any available pricing information to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past pricing history, etc.).

The cost/price information shall include data regarding the general financial condition of the Offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

The Offeror shall furnish the name, location, and point of contact of the assigned DCAA office as part of the price/cost information.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0006 - <u>EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)</u> (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 211 - <u>SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)</u> (NAVSEA/IHD)

SECTION M EVALUATION FACTORS FOR AWARD

I. GENERAL INFORMATION

The Government will award the contract(s) to the Offeror(s) representing the best overall value. The Government will determine best overall value on the basis of the following factors (in descending order of importance):

- (A) Technical Approach
- (B) Offeror Capability
- (C) Small Business Subcontracting Plan (if required)
- (D) Cost and Price Information

Note: The offer/proposal submission is a factor, but is not weighted.

In deciding which of the acceptable offers is the best overall value, the Government will consider the Technical Approach to be more important than Capability, which, in turn, is more important than Cost and Price.

This solicitation looks at evaluation factors as broken into two categories – "offer/proposal factors" and "capability factors." "Offer factors" (Volumes I, II, and IV) are those evaluation factors that will become part of the contract if and when it is awarded, hence, the proposal or offer which contains the model contract, inclusive of Sections A through J of the solicitation, the Technical Approach, and Small Business Subcontracting Plan (if required). "Capability factors" (i.e., relevant experience and past performance) (Volume III, and V) are those factors that will be used to evaluate the capability of the competing Offerors. These factors DO NOT become part of the contract but they play a key role in the source selection process. Source selection shall be determined using the LOCAR (Level of Confidence Assessment Rating) methodology.

The Government reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract(s) on the basis of initial offers received, without discussions. Therefore, each offer/proposal should contain the Offeror's best terms from a technical, cost/price, relevant experience, past performance and demonstration of the commercial system standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those Offerors determined to have a reasonable chance for award.

The evaluation is a two phase process.

II. PHASE I

Phase I of the evaluation includes Volume II – Technical Approach, Volume III – Offeror Capability, and Volume IV – Small Business Subcontracting Plan (if required).

A. Volume II - Technical Approach

The Government will evaluate the Offeror with respect to **how** they propose to meet the requirements as prescribed in the Statement of Work and the EOD HULS Performance Specification. The Government will assess the Offeror's response on: (1) Summary; (2) Existing System and Capabilities; (3) EOD HULS Conversion Plan; (4) EOD HULS Demonstration Plan; (5) Support Services; and (6) Production Plan specifically for the EOD HULS. The Government will evaluate the factors, which are listed in descending order of importance, with the exception of Summary, which is the least important. These factors will be evaluated on a numerical scale. Phase I is capable of receiving a maximum score of 100 points.

1. Summary:

The government will evaluate the Offeror's concise statement of the understanding of the overall concept of the work being proposed. The government will evaluate the Offeror's cross reference matrix which identifies each of the major evaluation sub-factors for award (paragraphs 2, 3, 4, and 5 below) and cross references these sub-factors to the specific section or sections of the Offeror's proposal. Failure to provide this matrix will result in a reduced technical approach score.

2. Existing System and Capabilities:

The government will evaluate the Offeror's detailed description of the existing system that provides the basis for the proposal and the capabilities of that system. The government will evaluate any documented test data that supports the information provided and, if the system is powered by a Lithium Battery, the copy of the approval for shipment under the provisions of 49 CFR Section 173.185.

3. EOD HULS Conversion Plan:

An EOD HULS Conversion Plan is required only if the existing system, at the time of the proposal, is not capable of fully meeting the requirements of the EOD HULS Performance Specification.

The government will evaluate the Offerors plan to convert the existing System in order to meet the requirements of the attached EOD HULS Performance Specification. The government will evaluate the capability of the existing system and the expected capability of their proposed system for each requirement in paragraphs 6.0 & 7.0 and all subparagraphs of the Performance Specification. The government will evaluate the detailed description of the approach to be used to achieve the increase in capability for each characteristic where the capability of the proposed system exceeds the capability of the existing system, and the details and categories of the technical risks associated with achieving each such increase in capability.

4. EOD HULS Demonstration Plan:

The Government will evaluate the EOD HULS Demonstration Plan for the proposed system. The Government envisions a demonstration in which the prospective EOD HULS performs a survey on a ship hull, primarily on a non-complex area where targets have been positioned, and focuses on target localization accuracy, sensor coverage area quality, and target classification in a low-visibility environment. However, if this type of demonstration does not suit the proposed system design, the offeror may propose an alternate demonstration scenario. If an alternate approach is proposed, the Government will evaluate the Demonstration Plan, the explanation as to why an alternate approach is beneficial, and the detailed description of the alternate demonstration scenario.

5. Support Services:

The government will evaluate the Offeror's plan for providing the Prototype Testing & Evaluation and Post-Production Support Services for the life of the EOD HULS, estimated to be 10 years. Major prototype testing & evaluation support tasks include: 1) initial operation and maintenance training; 2) spares support; and 3) engineering services. Major post-production support tasks include: 1) inservice supply support services; 2) depot maintenance services; 3) configuration management services, 4) troubleshooting assistance, and 5) Technical and Engineering Support.

6. Production Plan:

The government will evaluate the Offeror's plan for manufacturing the required quantity of production units during the production window of the contract. The plan shall address all actions that are necessary to produce, test, and deliver acceptable systems. Materials, fabrication flow, time in process, tools, test equipment, production facilities, plant capacity, and management and technical personnel should be described and integrated into a complete sequence and schedule of events that includes prime contractor and subcontractor activities. The government will evaluate how the Offeror will ensure that both the production baseline and the production process are controlled and disciplined in order to achieve repeatability of product. The government will evaluate the Offeror's quality management system, safety program, and related organizations.

B. Volume III - Offeror Capability Evaluation Factors

The Government will evaluate the capability of acceptable Offerors. The Government will evaluate their capability on the basis of: (1) relevant experience and (2) past performance. The capability sub-factors are listed in descending order of importance.

SUB-FACTORS	WEIGHTING
1. Relevant Experience	Most Important
2. Past Performance	2 ND Most Important

1. Relevant Experience

The Offeror's description of their relevant experience shall not exceed 15 pages in total. The Government will evaluate the Offeror's relevant experience in each of the SOW task areas. It shall not parrot the SOW task descriptions, as that is ineffective in supporting the Offeror's claim of having gained relevant experience in the given task area. The Government will specifically evaluate the Offeror's years of experience with fabricating underwater vehicle systems (i.e., Autonomous Underwater Vehicles, Remotely Operated Vehicles, etc.). The Government shall evaluate the percentage of the company's work that is directly related to the fabrication of underwater vehicle systems (i.e., Autonomous Underwater Vehicles, Remotely Operated Vehicles, etc.). The Government shall evaluate the Offeror's relevant work processes and procedures associated with performing the work, as well as the difficulties and uncertainties encountered. The Offeror shall also provide information on problems encountered on previous contracts and the corrective actions taken. The narrative shall also contain the benefits gained from each contract or subcontract performed.

The Government will not attribute to an Offeror the individual experience of the Offeror's current or prospective employees. The Government will also assess to what extent subcontractors were involved in gaining related experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort. The Government will give greater weight to prime contractor experience than subcontract experience.

2. Past Performance

Past performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and

regulations. The Offeror shall provide a minimum of three (3) references who will be able to provide information regarding the Offeror's past performance during the past three (3) years in the following areas: (1) customer satisfaction; (2) timeliness; (3) technical success; and (4) quality. **The reference information must be current to facilitate the evaluation process.**

Failure of an Offeror's references to respond within the required timeframe may result in the inability of the Government to rank an Offeror's past performance and may affect the overall LOCAR of the Offeror's capability.

C. Volume IV - Small Business Sub-Contracting Plan (applies to and is mandatory for large business Offerors only)

There is no page limit restriction on the subcontracting plan. The subcontracting plan will be evaluated by the Contracting Officer or designee. Offeror's subcontracting plan shall become part of any resultant contract but will not affect the overall evaluation or LOCAR. Proposals from large businesses that do not address all of these requirements may not be considered for further evaluation. This factor applies only to large businesses.

The subcontracting plan shall be evaluated separately and distinctly from all other factors. It will be evaluated to insure the Offeror has a plan that complies with the Navy's stated goals or that the Offeror has provided an explanation as to why those goals cannot be met. The Contracting Officer may, pursuant to FAR 15.306, conduct exchanges of information with respect to subcontracting plan issues and these exchanges of information shall not constitute discussions as defined in Part 15 of the FAR.

III. PHASE I SCORING PROCESS

A. Promised Value is the score that results in the total Volume II points for Offer/Proposal. Volume II will be scored on a numeric scale and will have a maximum score of 100 points.

The following Table is an example of the rating process for the Offer/Proposal (Promised Value) Determination:

Offeror	Volume II Score	Promised Value
A	100	100
В	85	85
С	90	90
D	50	50

Table 1 – Offer/Proposal - Promised Value Determination

B. A Level of Confidence Assessment Rating (LOCAR) will be assigned to each Offeror's capability, (including relevant experience and past performance). The following is the scale for the LOCAR:

Less Confident (0 -.4) (Less likely to succeed).

Neutral (.5) Indicates that the Government believes that success and failure are equally likely, that is, that the Offeror has a 50/50 chance of success. The score of .5 is appropriate when the Government has no basis for believing in either success or failure.

More Confident (.6 -.94) (More likely to succeed).

Most Confident (.95 - 1.0) (Most likely to succeed).

The following Table is an example of the rating process for the Offeror Capability Evaluation:

Offeror **Relevant Experience Past Performance LOCAR** A Excellent Good .95 В Good Good .88 \mathbf{C} Good Excellent .90 D None Poor .40

Table 2 – Offeror Capability/LOCAR Determination

C. Level of Confidence and Expected Value – The Government will determine its level of confidence in each acceptable Offeror on the basis of its evaluation of the Offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an Offeror is likely to keep the promises it made in its offer. The Government will use this rating in order to determine the relative expected value of each Offeror's promises.

The following Table is an example of the scoring process used to determine Expected Value:

Offeror **Promised Value** \mathbf{X} **Expected Value LOCAR** 100 points X .95 95 A В 85 points \mathbf{X} .88 75 C 90 points X .90 81 D .40 50 points \mathbf{X} 20

Table 3 - Expected Value Determination

D. Determining Highly Qualified Offerors to Proceed to Phase II – In order to determine which Offerors are highly qualified, the Government will compare the Expected Values of all of the acceptable offers. All Offerors with an Expected Value of 60 or over will be selected to proceed to Phase II.

IV. PHASE II

A. Best Overall Value is determined by comparing the Expected Value and the Evaluated Price as shown in the following Table.

 Offeror
 Expected Value
 Evaluated Price

 A
 95
 \$30,000,000.00

 B
 75
 \$25,000,000.00

\$ 27,000,000.00

Table 5 – Best Overall Value Determination

81

 \mathbf{C}

Determining Best Overall Value – In order to determine which Offeror(s) represents the best overall value(s) the Government will make a series of paired comparisons among the Offerors, trading off the differences in the nonprice factors against the difference in proposed price between the Offerors. If, in any paired comparison, of any two Offerors, one Offeror has both a higher Expected Value and has the lower price, then that Offeror is the best overall value. If the Offeror with the higher Expected Value and has the higher price, then the

Government must decide whether the margin of higher Expected Value (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an Offeror representing the best overall value is identified. In the event where the Government only receives one acceptable proposal submission, the Government reserves the right to award only if: (1) the Offeror receives a total Expected Value of 75 or higher and (2) the Offeror's costs are determined to be fair and reasonable for the Expected Value received. Predicated on the Offeror meeting the specified Expected Value and determination of costs being fair and reasonable, only then will the Offeror be eligible for award.

It is the Government's intent to award more than one contract as a result of this solicitation. Contracts will be awarded based to those Offerors who represent the best value to the Government as described above. Those Offerors that are awarded contracts are guaranteed Lot I – Basic Requirement. At the conclusion of Lot I, a downselect will be made for Offerors to enter into the Prototype Phase (Lot II - Option I). The downselect will be made in accordance with the note in Section B. At the conclusion of Lot II, a downselection will be made for the Offeror(s) to enter into the Production Phase (Lot III - Option II). The downselect will be made in accordance with the note in Section B.

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is astimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data hasded, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other espect of this collection of information, including suggestions for reducing the burden, to Department of Defense Washington Headquarters Services, Directorate for information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Artington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for falling to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Isted in Block E.

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

The public reporting burden for this collection of information is estimated to everage 110 hours per response, including the time for reviewing instructions, searching extering data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing the burden, to Department of Deferens. Washington Heacquarters Services, Directorate for Information and Reports (0701-0188), 1215 Jefferson Devis Highway, Suite 1204, Arlegton, VA 22202-4302. Respondents should be aware that notwithstancing any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently waild OMB control number. Please DO NOT RETURN your form to the slove address. Send completed form to the Government Issuing Control PR No. Issued in Block Each of the Control PR No. Issued in Block Each of the Control of the Control PR No. Issued in Block Each of the Control of the Co

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(Continuation Sheet)

CLIN No: 0002 Exhibit: A

Data Item No.: A003

Block 16. REMARKS (continued)

- 2) Lithium Battery-Powered Equipment Description.
 - a) Manufacturer (name, address, phone number)
 - b) Model number and/or Part Number and device name
- c) Diagram of the system's overall mechanical interfaces showing battery proximity to other equipment and energetic devices
 - d) Battery installation (mounting, seals, electrical connectors)
 - e) Battery housing/container, strength, and free volume
 - f) Safety features or venting mechanisms (description and estimate of operational venting pressure)
 - g) Current drain (load profile of the system)
 - h) Block diagram of system interfaces to the battery (electrical and physical)
 - i) Electrical schematic (showing fuses, blocking diodes, and external power interface)
- j) Description of the charger and charge control mechanism. Are cells individually equilibrated, or is the battery charged as a series/parallel string?
- k) Description of other controls or mechanisms to enhance battery safety, such as a Battery Management System (BMS), software shutdown mechanism, etc.
- 3) Logistics and Operational Use.
 - a) Packaging. How will system/battery be packaged?
 - b) Storage facilities. How will system/battery be stored from delivery to disposal?
 - c) Transportation methods
 - d) Disposal information
- e) Operational use scenario (Include a complete description of how the system/batteries will be handled and used; what platform(s) (Naval facilities, submarines, ships, vessels, and aircraft) will carry or deploy the system; location of recharging operations; recovery operations; number of units anticipated to be used; and, where appropriate, the sequence of events before system use/activation/deployment, etc.).
 - f) Thermal or reserve battery activation method and sequence/failure analysis
 - g) Thermal or reserve battery hang-fire analysis
 - h) Description of the battery change out/replacement plan
- 4) Functional, Environmental and Safety Tests. Functional, environmental and safety tests representative of the actual environments to be encountered by the complete end item (including the battery) performed to date (description of testing performed, results, and supporting data). Data may include results from battery testing conducted by other services or agencies, manufacturers, or independent evaluators (e.g. Underwriters Laboratories (UL)).
- 5) Safety Testing Program Plan or Completed Test. Proposed safety testing program plan or completed test results from the specific lithium battery safety abuse tests identified in Chapter 2.
- Block 8: 1) Approval shall be for content only
- Approval/Disapproval/Comments will be provided within 30 days after receipt of the draft Data Package (due 30 DAC).
 - 3) Final Data Package is due 15 days after receipt of comments.
- Block 14: 1) Provide Data Package as Digital Data
 - 2) Complete addresses are located on pages 27-28 of this CDRL

(2 Data Herns)

Form Approved OMB No. 0704-0188

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. PRICE GROUP

TOTAL PRICE

The public reporting human for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining this burden estimate or any other aspect of this collection of information. Including suggestions for reducing the burden, to Department of Defanse Washington Headquerians Services, Directions and Reports (0704-0188), 1275 Jisfferson Devis Highway, Sube 1204, Arington, VA 22202-4302, Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to comply with a collection of information in it is does not display a currently valid OMS control number. Please Do NOT RETURN your form to the shore address. Send completed from to

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Block 16. REMARKS (continued)

- 2) Lithium Battery-Powered Equipment Description.
 - a) Manufacturer (name, address, phone number)
 - b) Model number and/or Part Number and device name
- c) Diagram of the system's overall mechanical interfaces showing battery proximity to other equipment and energetic devices
 - d) Battery installation (mounting, seals, electrical connectors)
 - e) Battery housing/container, strength, and free volume
 - f) Safety features or venting mechanisms (description and estimate of operational venting pressure)
 - g) Current drain (load profile of the system)
 - h) Block diagram of system interfaces to the battery (electrical and physical)
 - i) Electrical schematic (showing fuses, blocking diodes, and external power interface)
- j) Description of the charger and charge control mechanism. Are cells individually equilibrated, or is the battery charged as a series/parallel string?
- k) Description of other controls or mechanisms to enhance battery safety, such as a Battery Management System (BMS), software shutdown mechanism, etc.
- Logistics and Operational Use.
 - a) Packaging. How will system/battery be packaged?
 - b) Storage facilities. How will system/battery be stored from delivery to disposal?
 - c) Transportation methods
 - d) Disposal information
- e) Operational use scenario (Include a complete description of how the system/batteries will be handled and used; what platform(s) (Naval facilities, submarines, ships, vessels, and aircraft) will carry or deploy the system; location of recharging operations; recovery operations; number of units anticipated to be used; and, where appropriate, the sequence of events before system use/activation/deployment, etc.).
 - f) Thermal or reserve battery activation method and sequence/failure analysis
 - g) Thermal or reserve battery hang-fire analysis
 - h) Description of the battery change out/replacement plan
- 4) Functional, Environmental and Safety Tests. Functional, environmental and safety tests representative of the actual environments to be encountered by the complete end item (including the battery) performed to date (description of testing performed, results, and supporting data). Data may include results from battery testing conducted by other services or agencies, manufacturers, or independent evaluators (e.g. Underwriters Laboratories (UL)).
- Safety Testing Program Plan or Completed Test. Proposed safety testing program plan or completed test results from the specific lithium battery safety abuse tests identified in Chapter 2.
- Block 8: 1) Approval shall be for content only
- Approval/Disapproval/Comments will be provided within 30 days after receipt of the draft Data Package (due 60 DAC).
 - 3) Final Data Package is due 20 days after receipt of comments.
- Block 14: 1) Provide Data Package as Digital Data
 - 2) Complete addresses are located on pages 27-28 of this CDRL

(2 Data Items)

Form Approved OMB No. 0704-0188

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(2 Data Items)

Form Approved OMB No. 0704-0188

17. PRICE GROUP

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The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Adington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to cornally with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed from to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT	LINE ITEM NO.	B. EXH	IBIT	C. CATEGO	RY:					
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D. SYSTEM/ITE	EM		E. CONTRA	CT/PR NO.		F.CONT	RACTOR			
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CLIN 0005 Exhibit B Data Item No. B010

Level of Repair Analysis (LORA) Report

EXPLOSIVE ORDNANCE DISPOSAL HULL UNMANNED UNDERWATER VEHICLE LOCALIZATION SYSTEM

1.0 SYSTEM DESCRIPTION

2.0 SYSTEM PARTS LIST

[Table listing the subsystems, assemblies, components, etc. that make up the system]

INDENT	PART#	NOMENCLATURE	FOR AN	(see notes	
	PARI#		YES	NO	below)

Notes for Rationale:

- [1]
- [2]
- [3]

3.0 LEVEL OF REPAIR ANALYSIS CRITERIA

- 3.1 LORA model(s) used
- 3.2 Maintenance factors considered
 - 3.2.1 Maintenance personnel
 - 3.2.2 Built-in-test
 - 3.2.3 Supply and maintenance facilities
- 3.3 The EOD HULS Prototype LORA was conducted as an engineering analysis of hardware and maintenance philosophy rather than an economic evaluation. The primary objective of the LORA was to evaluate repair level and the maintenance philosophy based on the system design and O-level capability. Since the system is not fielded, the thresholds included represent thresholds that the system is required to attain by the Requirements Document and/or the EOD HULS Performance Specification.
- 3.4 Maintenance Philosophy:

The EOD HULS maintenance support is based on two levels of maintenance: organizational level (O-level) and depot level (D-level).

CLIN 0005 Exhibit B Data Item No. B010

- 3.4.1 O-level maintenance is maintenance that is performed by the Fleet user and will include periodic checks of system performance, visual inspections, cleaning, servicing, adjustments, and removal and replacement of authorized components.
- 3.4.2 D-level maintenance is any repair procedure beyond the planned capability of the Fleet user. Depot actions may include complete overhaul, rebuilding, detailed calibration, and/or complex repairs.
- 3.5 Mean Corrective Maintenance Time for Operational Mission Failures (MCMTOMF): The Requirements Document specifies a MCMTOMF threshold of X hours.
- 3.6 Operating Hours Per Month: The number of operating hours per month is estimated to be XX.
- 3.7 Fleet Outfitting: The outfitting allowance is estimated at XX Systems.
- 4.0 Repair / Discard Recommendations for items undergoing LORA:

	NOMENCLATURE	REPAIR / DISCARD RECOMMENDATION						
PART#	NOMENCLATURE	O Level	D Level	Discard				

5.0 Sensitivity Analysis.

6.0 LORA Model(s) Data Elements.

7.0 LORA Model(s) Outputs.

(2 Data liems)

Form Approved OMB No. 0704-0188

The public reporting hurden for this collection of information is estimated to sverage 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jeffenson Davis Highway, Suite 1204, Antington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to cornally with a collection of information if it does not display a currently valid OMB control number. Please UD NOT RETURN your form to the above address, Send completed from to the above address, Send completed from the send of the Contracting Officer for the Contracting Pin No. listed in Block E.

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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Page 15 of 28 Pages Designed using Perform Pro, WHS/DIOH, Aug 96

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Form Approved OMB No. 0704-0188

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						J. Harris

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to sverage 220 hours per response, including the time for raviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other espect of this collection of information, including suggestions for reducing the burden, to Department of Defense Weshington Headquarters Services, Directorate for Information and Reports (0704-0188), 1215 Jefferson Devis Highway, Suite 1294, 42102-4302, Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to comply with a collection of information if it sizes not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government issuing Contracting Officer for the Contractiff No. listed in Block E.

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CLIN 0011 Exhibit C Data Item No. C011

Level of Repair Analysis (LORA) Report

EXPLOSIVE ORDNANCE DISPOSAL HULL UNMANNED UNDERWATER VEHICLE LOCALIZATION SYSTEM

1.0 SYSTEM DESCRIPTION

2.0 SYSTEM PARTS LIST

[Table listing the subsystems, assemblies, components, etc. that make up the system]

INDENT	PART#	NOMENCLATURE	RECOM FOR AN	RATIONALE (see notes	
	FART#		YES	NO	below)

Notes for Rationale:

- [1]
- [2]
- [3]

3.0 LEVEL OF REPAIR ANALYSIS CRITERIA

- 3.1 LORA model(s) used
- 3.2 Maintenance factors considered
 - 3.2.1 Maintenance personnel
 - 3.2.2 Built-in-test
 - 3.2.3 Supply and maintenance facilities
- 3.3 The EOD HULS Prototype LORA was conducted as an engineering analysis of hardware and maintenance philosophy rather than an economic evaluation. The primary objective of the LORA was to evaluate repair level and the maintenance philosophy based on the system design and O-level capability. Since the system is not fielded, the thresholds included represent thresholds that the system is required to attain by the Requirements Document and/or the EOD HULS Performance Specification.
- 3.4 Maintenance Philosophy:

The EOD HULS maintenance support is based on two levels of maintenance: organizational level (O-level) and depot level (D-level).

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- 3.4.1 O-level maintenance is maintenance that is performed by the Fleet user and will include periodic checks of system performance, visual inspections, cleaning, servicing, adjustments, and removal and replacement of authorized components.
- 3.4.2 D-level maintenance is any repair procedure beyond the planned capability of the Fleet user. Depot actions may include complete overhaul, rebuilding, detailed calibration, and/or complex repairs.
- 3.5 Mean Corrective Maintenance Time for Operational Mission Failures (MCMTOMF): The Requirements Document specifies a MCMTOMF threshold of X hours.
- 3.6 Operating Hours Per Month: The number of operating hours per month is estimated to be XX.
- 3.7 Fleet Outfitting: The outfitting allowance is estimated at XX Systems.
- 4.0 Repair / Discard Recommendations for items undergoing LORA:

	NOMENOL ATURE	REPAIR / DISCARD RECOMMENDATION					
PART#	NOMENCLATURE	O Level	D Level	Discard			

5.0 Sensitivity Analysis.

6.0 LORA Model(s) Data Elements.

7.0 LORA Model(s) Outputs.

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other specific this collection of information, including suggestions for reducing the burden, to Department of Defense Washington Headquarters services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Artington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currentity valid OMB control number. Please DO NOT RETURN your form to the slower address. Send completed from to the Sovernment Issuing Controling Officer for the ContractPR No. Instead in Black E.

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(1 Data Item)

Form Approved OMB No. 0704-0188

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defersee, Washington Headquarters Services, Directorate for Information Operations and Reports (1701-0188), 1215 Jefferson Devis Highway, Suite 1204, Articolog, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a commently valid OMB control number. Please DO NOT RETURN your form to the doors defress. Send completed form to the Government issuing Confrecting Officer for the Contracting No. listed in Block E.

A. CONTRACT	LINE ITEM NO.	B. EXHIE	BIT	C. CATEGORY	:				V Degr	
	0011		C	TDP	TM	OTHER			-	
D. SYSTEM/ITEM		E. CONTR	ACT/PR NO.	F. CON	TRACTOR	500		-100-		
	EOD HULS									
1. DATA ITEM NO.	2. TITLE OF DATA ITEM				3. SUBTH					
C014	Technical Repor	t - Study /	Services		Lithiun	n Battery Data F	ackage			
4. AUTHORITY (Car	ta Acquisition Document No.,)	5. CONTRACT	REFERENCE		6. REQUIRING OFF	ICE			
D	I-MISC-80508A			SOW Para 5.2.3		PEO L	MW (P	MS-I	EOD)	
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(Continuation Sheet)

CLIN No: 0011 Exhibit: C

Data Item No.: C014

Block 16. REMARKS (continued)

- 2) Lithium Battery-Powered Equipment Description.
 - a) Manufacturer (name, address, phone number)
 - b) Model number and/or Part Number and device name
- c) Diagram of the system's overall mechanical interfaces showing battery proximity to other equipment and energetic devices
 - d) Battery installation (mounting, seals, electrical connectors)
 - e) Battery housing/container, strength, and free volume
 - f) Safety features or venting mechanisms (description and estimate of operational venting pressure)
 - g) Current drain (load profile of the system)
 - h) Block diagram of system interfaces to the battery (electrical and physical)
 - i) Electrical schematic (showing fuses, blocking diodes, and external power interface)
- j) Description of the charger and charge control mechanism. Are cells individually equilibrated, or is the battery charged as a series/parallel string?
- k) Description of other controls or mechanisms to enhance battery safety, such as a Battery Management System (BMS), software shutdown mechanism, etc.
- 3) Logistics and Operational Use.
 - a) Packaging. How will system/battery be packaged?
 - b) Storage facilities. How will system/battery be stored from delivery to disposal?
 - c) Transportation methods
 - d) Disposal information
- e) Operational use scenario (Include a complete description of how the system/batteries will be handled and used; what platform(s) (Naval facilities, submarines, ships, vessels, and aircraft) will carry or deploy the system; location of recharging operations; recovery operations; number of units anticipated to be used; and, where appropriate, the sequence of events before system use/activation/deployment, etc.).
 - f) Thermal or reserve battery activation method and sequence/failure analysis
 - g) Thermal or reserve battery hang-fire analysis
 - h) Description of the battery change out/replacement plan
- 4) Functional, Environmental and Safety Tests. Functional, environmental and safety tests representative of the actual environments to be encountered by the complete end item (including the battery) performed to date (description of testing performed, results, and supporting data). Data may include results from battery testing conducted by other services or agencies, manufacturers, or independent evaluators (e.g. Underwriters Laboratories (UL)).
- Safety Testing Program Plan or Completed Test. Proposed safety testing program plan or completed test results from the specific lithium battery safety abuse tests identified in Chapter 2.
- Block 8: 1) Approval shall be for content only
- Approval/Disapproval/Comments will be provided within 30 days after receipt of the draft Data Package (due 60 DADO).
 - 3) Final Data Package is due 20 days after receipt of comments.
- Block 14: 1) Provide Data Package as Digital Data
 - 2) Complete addresses are located on pages 27-28 of this CDRL

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A. Self-explanatory.
- Item B. Self-explanatory.
- Item C. Mark (X) appropriate category: TDP Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," Configuration Management," etc.
- Item D. Enter name of system/item being acquired that data will support.
- Item E. Self-explanatory (to be filled in after contract award).
- Item F. Self-explanatory (to be filled in after contract award).
- Item G. Signature of preparer of CDRL
- Item H. Date CDRL was prepared.
- Item I. Signature of CDRL approval authority.
- Item J. Date CDRL was approved.
- Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry).
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6. Enter technical office responsible for ensuring adequacy of the data item.
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government.
- Hem B. Specify requirement for approval of a draft before preparation of the final data item.
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10. Specify number of times data items are to be delivered.
- Item 11. Specify as-of date of data item, when applicable.
- Item 12. Specify when first submittal is required.
- Item 13. Specify when subsequent submittals are required, when applicable.
- Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15. Enter total number of draft/final copies to be delivered.
- Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

- Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.
- a. Group I. Definition Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST SUPPLEMENTAL SECTION

Contract Line Item Numbers: 0002, 0005, and 0011

Exhibit: A. B. and C

System/Item: EOD HULS Demonstration, EOD HULS PROTOTYPE, and EOD HULS

Acronyms and Abbreviations

A Approval of final data item required

Blk Block

CDRL Contract Data Requirements List
CLIN Contract Line Item Number

DAC Days after Contract Start (See Note 1)

DADO Days after Delivery Order Start (See Note 1)
DARC Days after Receipt of Comments (See Note 1)

DARP Days after Reporting Period

DMSMS Diminishing Manufacturing Sources and Material Shortages

EOM End of Month

LCCE Life Cycle Cost Estimate
LORA Level of Repair Analysis
LT Letter of Transmittal

MTHLY Monthly

N/A Not applicable

OBRP On Board Repair Parts
ONE/R One time with Revisions
SOW Statement of Work
TDP Technical Data Package

NOTE 1: Delivery date for FINAL Document with Government comments incorporated.

DD FORM 1423, Block 14: Mailing Addresses

PMS-EOD-31:

Naval Explosive Ordnance Disposal Technology Division Mr. Jim Ryan, PMS-EOD-M/HDS 2008 Stump Neck Rd Indian Head, MD 20640-5070

NEODTD, 502B

Naval Explosive Ordnance Disposal Technology Division Mr. Patrick Whang, Code 502B 2008 Stump Neck Rd Indian Head, MD 20640-5070

NAVSEA IH:

Naval Sea Systems Command, Indian Head Ms. Audrey Cosgrove, Code C13D 101 Strauss Ave. Indian Head. MD 20640-5035

COR:

Space and Naval Warfare Systems Center Mr. Todd Webber 53605 Hull St. San Diego, CA 92152-5410

NSWC CD:

Carderock Division, Naval Surface Warfare Center Ms. Julie Banner, Code 644 9500 MacArthur Blvd. West Bethesda, MD 20817-5700

- ISEA:

TBD

DD FORM 1423, Block 16: Digital Data Requirements

- Unless otherwise stated all data provided via electronic media in accordance with this CDRL shall be prepared as follows:
 - Prepare in Microsoft application programs (MS Word or Excel) or be readable by these programs with no loss of page layout or formatting information.
 - The electronic copies shall contain the exact files printed for each hard copy, where applicable.
 - The electronic copies shall be properly labeled.
 - No electronic copy shall contain hyperlinks to internet sites.

PERFORMANCE SPECIFICATION FOR

Explosive Ordnance Disposal Hull Unmanned Underwater Vehicle Localization System (EOD HULS)

17 May 2006

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1.0 EOD HULS INFORMATION

1.1 Introduction

This document provides the Performance Specification for the Explosive Ordnance Disposal Hull Unmanned Underwater Vehicle Localization System (EOD HULS) and documents the operational requirements, mission profile, and performance requirements for the design, fabrication, testing, and delivery of the EOD HULS.

Unless otherwise indicated, the term "EOD HULS" designates the total system, including the vehicle(s), ancillary equipment, and spares, as applicable, while the term "EOD HULS Vehicle" designates a single vehicle only.

1.2 Background

The Anti-Terrorism / Force Protection (AT/FP) initiative for Harbor Security requires routine and emergent searches of ship's hulls, berthing areas, piers, pilings, and quay-walls. The Navy's current procedures for search, location, identification and neutralization of potential threats in these areas is human-intensive, involves extensive time requirements, and is considerably dangerous for human operators.

The EOD HULS program is specifically focused on searching and localizing potential threat objects on ship hulls, piers and pilings. Because the presence of such objects could prove devastating to U.S. assets, timely localization is essential. The challenges facing mechanized search solutions are numerous. Of primary concern are the intensely demanding navigation and control requirements placed upon any vehicle attempting to conduct a thorough search in these areas. This problem is exacerbated by the generally poor acoustic propagation afforded by the marine environment in typical shipping harbors.

The Navy is interested in exploring new technologies capable of operating in this highly challenging environment to increase search and object localization efficiency, while minimizing risk to personnel and high value platforms.

1.3 System Overview

The EOD HULS Production Units will consist of the following subsystems / components:

	Subsystem / Component	Quantity
•	Vehicle / Platform [Note 1]	2 ea
•	Operator Console w/ all required software installed [Note 2]	1 ea
•	Ancillary Equipment, as required, to operate/maintain the system [Note 3]	1 lot
•	Storage and Transit Case(s)	As Required

Note 1: The Vehicle / Platform shall include the complete "mission ready" underwater subsystem including sensors.

Note 2: Software shall provide for mission planning and post mission reporting and analysis in addition to system operation.

Note 3: Any special tools and/or equipment needed to operate and /or maintain the EOD HULS at the organizational level shall be included, as a minimum.

The EOD HULS will be an asset to be used by EOD and/or other designated Navy activities. The system will assist the execution of underwater searches of ship and waterfront structures. EOD HULS will be operated from Navy ships, small craft, piers, and other waterfront staging sites of opportunity. Each EOD HULS Vehicle will be an unmanned underwater vehicle capable of conducting search operations on ships (pier-side in marine industrial environments and at anchor), piers, and pilings.

The goal of the system is to detect, classify, identify, and localize mine-like contacts (MILCs) positioned underwater while minimizing false detections. To achieve this, the system may use a variety of sensors and tracking systems. The sensors should be capable of producing imagery of adequate quality to allow an operator to classify and identify MILCs. The sensor data should be transmitted in real-time, or near-real-time to an operator console allowing EOD HULS Operators to interpret sensor data and classify / identify objects of interest, while discarding false contacts. It is necessary to record the sensor and location data in an accessible manner so that data files may be searched and replayed to verify target location and classification / identification.

The EOD HULS Operators must be able to control the direction and pace of the search and redirect the system to specific locations. Once detected, vehicle inspection of potential threat items should allow operators to either classify and/or identify MILCs or disqualify non-ordnance items (such as sacrificial anodes or "zincs").

The system (to include tether if used) must not contact potential threat items (on the hull, surrounding piers, pilings, or the sea floor). Simple contact with a threat item may cause it to function as designed and would be completely counter-productive to the task.

The EOD HULS must be sufficiently robust to survive rugged handling and operations. It must function reliably on demand with minimal operational failures. The system must be easily and rapidly deployed from the ship, a small boat, or pier and shore locations near the ship. The system should be packaged in a way to facilitate deployment from these locations.

2.0 APPLICABLE DOCUMENTS

2.1 Government Documents

The following specifications and instructions are parts of this document to the extent specified herein. Unless otherwise specified, the applicable revision shall be the latest available at the time of contract award. Unless otherwise specified, military standards and specifications shall include the latest change notices issued at the time of contract award.

- (a) OPNAVINST 5239.1B, Navy Information Assurance (IA) Program
- (b) DODD 5200.28, Security Requirements for Automated Information Systems
- (c) DODINST 5200.40, DoD Information Technology Security Accreditation Process (DITSCAP)
- (d) MIL-STD-810F, Test Method Standard for Environmental Engineering Considerations and Laboratory Tests
- (e) MIL-STD-461E, Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
- (f) MIL-STD-1472F, Human Engineering
- (g) MIL-STD-130M(1), Identification Marking of U.S. Military Property
- (h) Unified Sonar Image Processing System (UNISIPS) Version 5.0 Input/Output Description

- Document, Naval Oceanographic Office
- (i) NAVSEAINST 9310.1B of 13 Jun 91, Naval Lithium Battery Safety Program
- (j) NAVSEA Technical Manual S9310-AQ-SAF-010 of 19 Aug 04, *Batteries, Navy Lithium Safety Program Responsibilities and Procedures*
- (k) MIL-STD-882D, System Safety

2.2 Non-Government Publications

The following documents form a part of this specification to the extent cited herein.

- (a) ASTM D3951-98, Standard Practice for Commercial Packaging
- (b) ISO Standard 15434, Information Technology Syntax for High-Capacity Automatic Data Capture (ADC) Media
- (c) ASTM F1166-95a (2000), Standard Pratice for Human Engineering Design for Marine Systems, Equipment and Facilities

3.0 TYPICAL SCENARIO

The EOD HULS will be transported via military or commercial air transport in unpressurized cargo containers, or in cargo containers via tractor-trailer. The EOD HULS may be stored in its shipping container for several days/weeks/months and be exposed to both hot/cold and dry/humid climates at elevation/altitude as well as at sea level.

While the EOD Detachment is deployed, the EOD HULS will be kept in its storage configuration but should be easily/quickly accessible for setup and employment. Operational employment of the EOD HULS will be from onboard US Ships (USS), US Naval Ships (USNS), Military Sealift Command (MSC) and various other large hull vessels or from small boats (i.e., Combat Rubber Raiding Craft (CRRC)) or other craft of opportunity. Additionally, the unmanned underwater vehicle (UUV) may be deployed from piers or other fixed platforms.

After launch, the EOD HULS will use its navigation capabilities to determine its position and to maneuver, or be maneuvered, on a course toward its first pre-programmed navigation waypoint and along a pre-programmed series of waypoints, which define the objective area. Typical search areas may include: ship hulls, pier walls, pilings, and other underwater structures. The EOD HULS must be able to search the intended area and ensure complete coverage of search area to high degree of confidence, leaving no holidays. The waypoints are pre-selected to enable a systematic search pattern in the objective area. Onboard sensors operate throughout the search and the positions of contacts (objects) are determined (see Note [1]). The EOD HULS will provide the operator with Real-time/Near real-time data including sensor data/images, contact location, and vehicle state information. Also, as contact information, etc. is collected, it is stored for further examination during post mission analysis and/or archiving. Additionally, bathymetric and other environmental data are recorded along with position and time throughout the mission. The EOD HULS operator will have the ability at any time during the search phase to take control of the EOD HULS Vehicle and redirect its search.

Upon completion of all search profiles in the objective area, the EOD HULS Vehicle will egress to a pre-programmed recovery point. At the recovery point the operator will take control and recover the UUV. If the UUV is not recovered immediately upon arrival at the recovery point, it will await recovery. After completion of the mission, reports may be prepared for transmission to Operational Commanders followed by post-mission check-out and maintenance performed prior to returning the EOD HULS to storage.

Note [1]: The location of a potential threat item/contact on a ship's hull must be known for two reasons: 1) to allow reacquisition of the contact for additional inspection and/or neutralization (by a diver or UUV), and 2) to allow the ship's force to conduct appropriate countermeasures in the adjacent ship's compartment(s).

4.0 OPERATIONAL PROFILE STATES

The operational profile of the EOD HULS includes storage, pre-mission operations, mission execution, post-mission activities, and maintenance activities. Each EOD HULS shall be capable of operating in the states identified in Figure 1 and defined in the following paragraphs.

The EOD HULS shall be operated by the users to: program the mission, conduct premission checks, conduct the mission, conduct post-mission data analysis, and create/deliver reports.

4.1 Storage

This shall be the state in which the EOD HULS is placed when not deployed. In this state, the entire system shall be powered off in a non-operational condition in its storage / shipping container(s). This shall also be the state used to transport the EOD HULS.

4.2 Pre-Mission Set-Up

The Pre-Mission Set-Up state includes routine activities such as vehicle power-up, payload configuration and check, and replenishment of routine consumables. In addition, in this state the EOD HULS Operator shall perform all required pre-mission system checks that can be performed while the vehicle is on deck, plan the mission, and program the mission into the vehicle, if required.

4.3 Launch

The EOD HULS enters the Launch state when a vehicle is ready to be moved from its Pre-Mission Set-Up station to the launch station. The Launch state includes performing any in-water tests that the vehicle may require prior to mission start. The Launch state ends when the EOD HULS Operator commands the EOD HULS Vehicle to start the mission.

4.4 Mission

Mission is the state in which the EOD HULS Vehicle performs the assigned search according to the planned / programmed mission, while meeting the performance requirements described in below sections 4.0, 5.0, 6.0, and associated sub-paragraphs. The EOD HULS Operator shall be responsible for monitoring mission progress and status, receiving any data sent by the EOD HULS Vehicle, and issuing any required re-direction. The Mission state ends when the EOD HULS Vehicle is ready for recovery or reprogramming for a follow-on mission.

4.5 Recovery

The Recovery state begins when the Mission state is completed and ends when the EOD HULS is available for downloading of the recorded mission data.

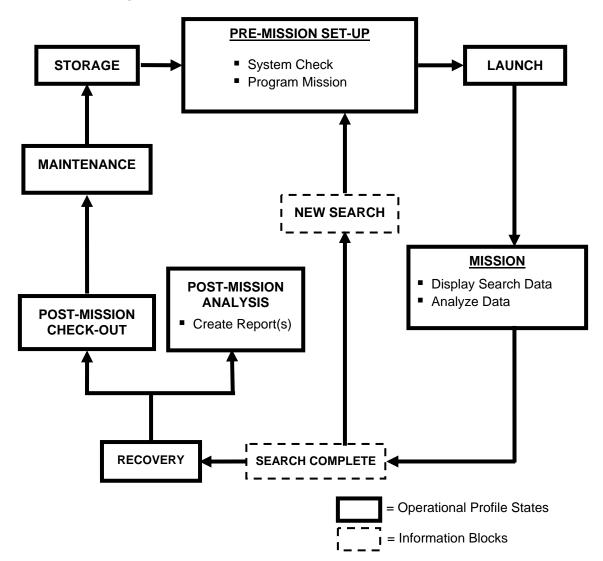


Figure 1. EOD HULS OPERATIONAL STATE DIAGRAM

4.6 Post-Mission Analysis

Although search data is available to the EOD HULS Operator in near real-time, the operator may choose to replay / download / copy sensor data for review by additional personnel and/or for archival purposes. The Post-Mission Analysis state begins after the completion of the Recovery state and ends when all processing of the data is completed.

4.7 Post-Mission Check-Out

The Post-Mission Check-Out state includes routine maintenance and system check-out to insure the system is available for the next mission. This state also includes preparation of the system for storage in its storage / shipping container(s).

4.8 Maintenance

In this state the EOD HULS shall undergo routine maintenance as well as non-routine troubleshooting and organizational level (O-Level) / depot level (D-Level) repairs, and any required periodic overhauls. Routine maintenance activities include preparation of the EOD HULS for deployment, and post-deployment service in preparation for Storage. This state shall support diagnosis and troubleshooting of the EOD HULS, including in-water testing.

5.0 SEARCH INFORMATION

5.1 Definitions of Search Areas

The EOD HULS Vehicle shall search all wetted areas of the hull below the waterline and piers / pilings, as described in the following sections. The search areas can be divided into two major levels of complexity. 1) Non-Complex Areas: Hull areas of flat vertical, flat horizontal, or gently curving geometry: and 2) Complex Areas: Areas of rapidly changing hull geometry, areas near hull penetrations, and piers / pilings. The ability to meet specification performance parameters when searching the Non-Complex Areas is required. The ability to meet specification performance parameters when searching Complex Areas is highly desired and will be required in future generation systems.

5.1.1 Non-Complex Area

The Non-Complex Hull Area makes up the majority of the ships underwater surface area. This includes the bottom and side portions of the hull forward of the running gear and aft of the bow dome. For most Navy ships this includes a relatively flat bottom with a non-distinct keel, extending outward to a relatively sharp transition to the nearly vertical sides of the ship. Any Complex areas within this area are considered separate and distinct from the Non-Complex Area for matters pertaining to this specification.

5.1.2 Complex Areas

Complex Areas are those areas of the ship's hull which contain complex structures/appendages, voids, complex curvatures, rapid changes in geometry, and difficult-to-reach places. Complex Areas are further described in the following paragraphs.

5.1.2.1 Running Gear Area

The ship's "running gear" is defined as the underwater portions of the ship responsible for propulsion and steerage and includes stern tube(s), propeller shaft(s), propeller(s), struts, and rudder(s). The general "running gear area" consists of the running gear and all portions of the hull aft of the stern tube(s).

5.1.2.2 Additional Structures / Appendages

Protrusions extending beyond the natural plane of the hull may offer unique challenges to vehicles designed to track the hull, and could potentially damage vehicles without obstacle avoidance capabilities. These types of structures may include bilge keels, auxiliary propulsion units, sonar heads, and narrow keel extensions.

5.1.2.3 Bow Dome Area

The bow dome area consists of a bulbous underwater structure comprising the forward-most

portion of the hull or a similar keel-mounted structure.

5.1.2.4 Small Radius Curved Areas

The underwater hull may include areas of complex curvature or rapid changes from horizontal to vertical surfaces. These are generally found along a ship's chine, and at the stern of the ship.

5.1.2.5 Hull Openings / Voids

Sea chests for ships intakes and discharges are often covered by grates, but may not be. These along with other hull openings such as ballast tanks (submarines) and instrument wells may pose difficulties for a vehicle that is tracking the hull.

5.1.2.6 Inboard Side of the Ship

The inboard area of the ship adjacent to the pier and pier pilings poses significant geometric challenges to a vehicle conducting a hull search. For example, besides the difficulty of maneuvering the vehicle and positioning sensors to search these difficult areas, tethered vehicles may have a very difficult time searching the inboard side of the hull while managing the tether to ensure it does not contact the hull and disturb a potentially dangerous item.

5.1.2.7 Adjacent Piers and Pilings

The pier and pilings adjacent to a ship, or in an area where a ship is going to be berthed, are included as areas of high interest for searching.

5.1.3 Additional Navigation and Search Complexities

5.1.3.1 Depth Under the Keel

In some harbors all or a portion of a ship's keel may be close to the seafloor during periods of low tide. This may present navigation and search difficulties due to restricted clearance and may, in fact, be unsearchable. If portions of the ship are actually resting on or below the sea floor, those areas will be unsearchable.

5.1.3.2 Dynamic Curvature

Running forward to aft along a straight line, a vehicle searching a hull may encounter continuously changing hull curvature. The vehicle would initially encounter the complex curvature of the bow dome, then pass along the steep slanting side of the ship near the bow, then would transition amidships under a relatively flat, horizontal portion of the hull, and would ultimately encounter the running gear area at the stern of the ship. This continuously changing hull curvature encountered in a single pass may pose difficulty for any system attempting to conduct an autonomous or semi-autonomous hull search. The vehicle and sensors must dynamically adjust to the ship's curvature to ensure sensors are optimally positioned (facing the hull with optimal grazing angle) while not introducing holidays in coverage.

6.0 EOD HULS PERFORMANCE REQUIREMENTS

Each EOD HULS Vehicle shall be a self-propelled, unmanned, undersea vehicle capable of performing underwater ship hull and marine structure searches and shall acquire, process, and present the collected survey data to provide for detection, classification, identification, and localization, of MILCs in near real-time. The EOD HULS Vehicle shall execute the search

according to a mission plan defined by an operator.

During the mission the vehicle shall acquire and display data from sensors for near real-time operator analysis. After the mission and vehicle recovery, the recorded data may be analyzed using the EOD HULS to identify MILCs and characterize the underwater environment conditions in the survey area.

The EOD HULS Vehicle search plan shall provide for a complete search of the required area(s) without holidays in sensor coverage. The EOD HULS Vehicle search plan shall also support target reacquisition. Track length, spacing, orientation, depth, and altitude shall be defined in the search plan, as required by the system, and according to mission needs.

6.1 EOD HULS Operating Time Requirements

6.1.1 Non-Complex Hull-Area Search Rate (Key Performance Parameter)

The EOD HULS shall have a Non-Complex Hull-Area Search Rate of 37 m²/min. The Non-Complex Hull-Area Search Rate is defined as the area effectively searched by a single vehicle divided by the time to cover that area. The vehicle is required to maintain its Probability of Detection effectiveness. The search time starts when the EOD HULS Operator commands the EOD HULS Vehicle to start the hull search and ends when the EOD HULS Vehicle is ready for recovery or reprogramming for a follow-on mission. The time required to examine detected objects for purposes of classification and identification is not included in the calculation.

6.1.2 Complex Area Search Rate

For systems with the added capability to search complex structures, the EOD HULS shall have a Complex Area Search Rate of 7 m²/min. The Complex Area Search Rate is defined as the area effectively searched by a single vehicle divided by the time to cover that area. The vehicle is required to maintain its Probability of Detection effectiveness. The search time starts when the EOD HULS Operator commands the EOD HULS Vehicle to start the hull search and ends when the EOD HULS Vehicle is ready for recovery or reprogramming for a follow-on mission. The time required to examine detected objects for purposes of classification and identification is not included in the calculation.

6.1.3 Contact Prosecution Time Requirement

Classification and/or identification (including confidence level) of potential threat items shall be provided in-stride during the Mission state. This information shall be used to calculate Probability of Classification and/or Identification and Probability of False Alarms. The time expended to prosecute a contact is not included in the calculation of "Search Rates" in paragraphs 6.1.1 and 6.1.2.

6.1.4 Vehicle Endurance

The EOD HULS Vehicle shall have an endurance of three hours or greater. Vehicle Endurance is defined as the minimum time that a single vehicle must be able to operate without battery changes (or refueling) in 40°F to 100°F water while meeting all performance requirements.

6.2 Vehicle Control and Object Detection

6.2.1 Control / Maneuverability

The EOD HULS Vehicle shall have a position accuracy of 1.0 m in X-Y location to the trackline (planned search path). Vehicle Control / Maneuverability is a measure of the ability of the vehicle to maintain a planned trackline during a search, as determined by the standard deviation of the *relative* cross-track error. The EOD HULS Vehicle shall have real-time navigation system capable of continuously measuring and displaying the vehicle's position with respect to the search trackline. This position accuracy must be maintained for the entire search.

6.2.2 Non-Disturbance Requirement

The system (to include tether/umbilical if used) shall not contact potential threat items (located on the hull, surrounding piers, pilings). The EOD HULS shall incorporate necessary attributes to ensure non-disturbance of potential threat items. Attributes may include autonomously maintained hull stand-off distance, obstacle avoidance capability, tether management system, tether deployment Concept of Operation (CONOP), etc.

6.2.3 Search Area Verification

To ensure 100% sensor coverage of the underwater search area, the EOD HULS Vehicle shall be able to accurately calculate the dynamically changing sensor swath width and document this coverage relative to the hull. Simply indicating vehicle location relative to the hull is not adequate. Documentation of coverage must incorporate the continuously changing sensor swath which is based on sensor orientation relative to the hull, and the hull shape relative to sensor. The vehicle shall have the required navigation accuracy to complete and/or resume searches without gaps in coverage. Position accuracy and sensor coverage must be maintained and easily verifiable for the entire search.

6.2.4 EOD HULS Search Sensors

The sensor(s) used for search, detection, classification, and identification shall not depend on ambient light or artificial lighting to meet the requirements for Probability of Detection and Probability of Classification/Identification as described below. Artificial lighting may be present on the vehicle for use when deemed tactically appropriate.

6.2.5 Probability of Detection (P_d) [Key Performance Parameter]

The EOD HULS shall be capable of providing data so that an operator can achieve a Probability of Detection of greater than or equal to 0.85 at an 80% confidence level for a 9 inch diameter cylinder X 4.5 inches high in the Non-Complex Hull Search Area. P_d is defined as the probability of an operator recognizing a proud (excludes consideration of hidden objects such as in discharges), MILC-sized object as an "anomaly" on the submerged portion of a ship's hull. The search area is to include the Non-Complex Hull Search area, but may exclude any Complex Search area, for systems incapable of searching irregular structures. P_d is calculated based on the percentage of MILCs detected in the search area, while maintaining area coverage rate.

6.2.6 Contact Localization Accuracy (CLA) [Key Performance Parameter]

The EOD HULS Vehicle shall have Contact Localization Accuracy of 1.0m SEP. The CLA is defined as the ability of the UUV to determine an object's location during search and/or contact prosecution, as well as during Post Mission Analysis (PMA), with respect to a coordinate system

representative of the ship's hull (see paragraph 6.4, Contact Marking). Contact localization will be expressed in terms of spherical error probable (SEP) - the radius of a sphere around a true position (reference datum, such as the center of mass of an object) that includes 50% of the position measurements for that datum. The search area is to include the Non-Complex Hull Search area, but may exclude any Complex Search Area, for systems incapable of searching irregular structures.

6.2.7 Probability of Classification/Identification (P_{CI}) [Key Performance Parameter]

The EOD HULS shall have a Probability of Classification/Identification of greater than or equal to 0.85 at an 80% confidence level for a detected anomaly of a nominal 9 inch diameter cylinder X 4.5 inches high. P_{CI} is defined as the probability of correctly classifying and/or identifying a detected anomaly, such as a MILC, as a threat and/or as a limpet.

6.2.8 Probability of False Alarms (P_{FA})

The EOD HULS shall have a Probability of False Alarms of less than or equal to 0.20. The P_{FA} is defined as, the percentage of detected objects that are incorrectly classified and/or identified as threats for a given mission. For example, if 10 objects are classified as threats during a mission, and 2 of the 10 are false alarms, then P_{FA} equals 0.20.

6.3 Reliability, Maintainability, and Availability

6.3.1 Reliability [Key Performance Parameter]

The EOD HULS shall have a system reliability of 0.90 at an 80% confidence level. System reliability is defined as the number of missions without an operational mission failure (OMF) divided by the total number of missions. An OMF is defined as any failure that prevents the system from completing its mission. In the context of this parameter only, a mission includes the EOD HULS states of Launch, Mission, Recovery, and the downloading of data (if required) during Post-Mission Analysis.

6.3.2 Maintainability [Key Performance Parameter]

The EOD HULS shall have a Mean Corrective Maintenance Time for Operational Mission Failures (MCMTOMF) of 5 hours. MCMTOMF is the total number clock hours of corrective, onsystem, active repair time which is used to restore failed systems to mission capability status after an OMF occurs divided by the total number of OMFs. Corrective Maintenance Time (CMT) is the time during which one or more personnel are repairing an EOD HULS and includes preparation, fault location and isolation, correction, adjustment and calibration, and follow-up checkout time. CMT does not include off-board logistic delay time or time required to re-deploy/retrieve the EOD HULS Vehicle. This requirement shall only apply to O-level repairable failures.

6.3.3 Availability [Key Performance Parameter]

The EOD HULS shall have a system Availability of 90%. Availability is defined as the number of times the EOD HULS is available to begin a mission divided by the number of times the EOD HULS is required to perform a mission.

6.4 Contact Marking

The EOD HULS shall have the capability to electronically mark the position of contacts using an orthogonal coordinate system where the x-axis runs longitudinal to the hull, the y-axis runs axial to the hull, z-axis indicates water depth, and the origin is located where most convenient for the system conducting the search. In addition, the system should have the capability to mark the location of a minimum of 5 detected contacts physically for reacquisition by a diver. It is desired that the physical marks incorporate a means for a diver to reacquire the contacts directly from the surface (i.e., a float with sufficient line to reach the surface).

6.5 Multiple EOD HULS Operations

The EOD HULS shall allow multiple navigation systems (i.e., multiple vehicles) to operate on the same hull / pier, or neighboring hulls / piers, at the same time.

6.6 EOD HULS Vehicle Operating Depth

Maximum and minimum vehicle operating depths are the depths in feet sea water (FSW) that the UUV must be capable of operating at, from the time that it is deployed until recovered.

6.6.1 Maximum Water Depth

The UUV shall be able to operate at water depths of up to 200 FSW.

6.6.2 Minimum Water Depth

The UUV shall be able to operate at the surface of the water.

7.0 GENERAL SYSTEM REQUIREMENTS

7.1 Battery Power (If Applicable)

The battery used to power the UUV shall be replaceable and rechargeable by the user.

7.1.1 Battery Recharge Time

A full recharge from a 90% discharged state shall be accomplished in less than 12 hours.

7.1.2 Battery Recharge Cycles

The battery used to power the UUV shall be rechargeable for a minimum of 200 cycles, after which the battery shall still be capable of meeting the performance requirements of this specification including Mission Endurance, Water Temperature, and Air Temperature.

7.1.3 Battery Discharge

The battery shall have a discharge feature (i.e., prior to shipment) that shall be capable of automatic cutoff when the battery reaches the appropriate safe low level.

7.1.4 Lithium Battery

If Lithium Batteries are used to power any subsystem or component of the UUV System (not including the Operator Console/laptop computer), they shall be approved for use by the Navy in

accordance with NAVSEAINST 9310.1B of 13 Jun 91 and NAVSEA Technical Manual S9310-AQ-SAF-010, "Batteries, Navy Lithium Safety Program Responsibilities and Procedures" of 19 Aug 04. In addition, rechargeable lithium batteries shall be approved for shipment under the provisions of 49 CFR Section 173.185.

7.2 Operator Console

7.2.1 Information Systems

The EOD HULS shall include user information systems to allow operators to create and modify EOD HULS mission plans, conduct EOD HULS pre-dive checks, and perform system diagnostics, monitor hull search progress, and extract and analyze the recorded hull search data. These information systems shall be self-contained.

7.2.2 English/Metric Units

The EOD HULS software shall be designed with English and Metric units of measure available to the user either by switching from one to the other or by converting one measure to the other. The selected units of measure shall be displayed and clear to the operator when using the software.

7.2.3 Console Data Transfer Features

The operator console(s) shall include an internal Digital Data Storage System capable of writing to removable media, and provisions to connect external disk drives for data transfer. The console computer shall use the latest revision (including patches) of *Windows XP Professional* or *Linux* operating systems.

7.2.4 Open Architecture

The EOD HULS shall conform to Navy Open Architecture standards, as documented by Chief of Naval Operations (OPNAV) letter 9010, Ser N6N7 / 5U916276 of 23 Dec 05, Requirement for Open Architecture (OA) Implementation (see Appendix A). An open system is defined as a system that implements sufficient non-proprietary specifications for interfaces, services, and supporting formats to enable properly engineered components to be utilized across a wide range of systems with minimal changes, to interoperate with other components on local and remote systems, and to interact with users in a style that facilitates portability. The attributes of an open system include the following:

- Use of public, consensus-based standards
- Adoption of standard interfaces and protocols to facilitate new or additional systems capabilities for diverse applications
- Adoption of standard services and defined functions
- Use of product types supported by multiple vendors
- Selection of stable vendors with broad customer base and large market share
- Interoperability with minimal integration requirements
- Ease of scalability and upgradeability
- Portability of applications

7.2.5 Information Assurance

The EOD HULS shall incorporate measures to prevent unauthorized access to both the operating software and collected data as required by OPNAVINST 5239.1B, DODD 5200.28, and DODINST 5200.40.

7.2.6 Common Time Stamp

The EOD HULS shall have a common time reference for all data sources to allow for correlation of sensor data.

7.2.7 Diagnostic Capability

The EOD HULS shall have the capability to run automatic software/hardware diagnostic checks on itself, and inform the operator of any problems.

7.2.8 Power Requirements

The EOD HULS power requirements shall not exceed 220 - 110 VAC, 50 - 60 Hz power, and 30 amps total. The system shall utilize split loads, if necessary, so that no single circuit exceeds 20 amps.

7.2.8.1 Electrical Disconnect / Ground Fault Interrupter (GFI)

The EOD HULS shall have an electrical quick-disconnect switch that allows the EOD HULS Operator to disable power through the tether to the vehicle. All alternating current (AC) electrical systems shall be protected by a GFI.

7.2.9 Communications

The EOD HULS shall include a near real-time (see paragraph 7.2.9.1) communication link from the operator console to the vehicle to support operator control of the vehicle. The system shall allow the Operator to communicate with the EOD HULS Vehicle at all times.

7.2.9.1 Near Real-time Data Transfer **[Key Performance Parameter]**

The EOD HULS shall be capable of sending and receiving sensor, vehicle state, and telemetry data between the vehicle and the EOD HULS operator console / sensor instrumentation with less than a 10 second delay from the time the data is acquired.

7.3 Mission Report

The EOD HULS shall provide the capability to produce post mission reports that provide the information identified in Appendix B.

7.4 Data Recording Capacity

The EOD HULS shall have enough data storage capacity to store data from two full endurance missions including sensor, vehicle state, and localization data. The EOD HULS shall record any additional information needed for maintenance and troubleshooting the system.

7.5 Pre-Mission and Post-Mission Times

7.5.1 Setup Time

The EOD HULS shall have a maximum Pre-Mission Set-Up state time of less than one hour. The system must be able to be rapidly set up by a two-person team. Set up time begins when starting to unpack the system at the Launch site and ends when the vehicle is ready to launch. Set up time does not include battery charging, transportation to an operational site, time to launch support craft, nor other logistics delays unrelated to getting the EOD HULS Vehicle ready for launch.

7.5.2 Launch Time

Any final EOD HULS Vehicle in-water checks required during the Launch state shall be completed in five minutes or less after the vehicle is in the water.

7.5.3 Turn-Around-Time

The EOD HULS shall have a Turn-Around-Time of less than or equal to 60 minutes. Turn-Around-Time is defined as the time starting when mission data downloading is complete and ends when the vehicle is 100% ready to initiate the next mission (programming complete, adequately-charged batteries installed (if required), system loaded-out on deployment platform, navigation system (if applicable) deployed, calibrated, and fully ready for next mission). Turn-Around-Time does not include time to download mission data and/or battery-charging time.

7.5.4 Storage State Maintenance Time

The EOD HULS shall have a maximum Storage state Maintenance Time of 2 person hours per month. The Storage state Maintenance Time is defined as the time required to perform the level of basic maintenance required while the system is in storage, between missions.

7.6 Design and Construction

The EOD HULS shall be designed for economy of operation, with the reliability and maintainability for a service life of at least 10 years

7.6.1 Workmanship

Workmanship shall be in accordance with best commercial practices.

7.6.2 Materials

The materials selected for the fabrication of the EOD HULS shall be of the quality consistent with the performance requirements and environmental conditions of this specification.

7.6.2.1 Standard Parts and Products

Standard parts and fittings shall be used whenever they are suitable for the application. When nonstandard parts or materials are used, their performance shall be better than that of standard parts or materials. Used or refurbished parts shall not be utilized. The vendor's part selection should minimize the risk of parts obsolescence or non-availability. Commercial Off-the-

Shelf (COTS) and Non-Developmental Items (NDI) are encouraged and shall be used when such products meet the requirements of this specification and are cost-effective over the entire system life cycle.

7.6.2.2 Toxic Products

Every attempt shall be made to minimize the use of hazardous materials and toxic or corrosive products in the manufacture, operation, and maintenance of the EOD HULS.

7.6.3 Physical Characteristics

The EOD HULS shall meet the constraints in the following paragraphs.

7.6.3.1 EOD HULS Vehicle Weight

The EOD HULS Vehicle maximum weight in air shall not exceed 100 pounds. The EOD HULS Vehicle weight is defined as the combined weight of the underwater vehicle and sensors when in a mission ready state.

7.6.3.2 EOD HULS Weight

The EOD HULS maximum weight in air shall not exceed 500 lbs, not including storage / shipping containers. See paragraph 7.9.2 for container requirements.

7.6.3.3 EOD HULS Vehicle Dimensions

The EOD HULS Vehicle and ancillary equipment maximum dimension in the operational configuration shall be 72 inches. This defines the longest single dimension of the EOD HULS Vehicle or ancillary equipment (that equipment required to be in the boat during Launch, Search, and/or Recovery) to allow operation from a small rubber boat such as the CRRC.

7.6.3.4 Small Craft Interface

The EOD HULS, when configured for an operational mission, will interface with small craft (i.e., CRRC). This includes the storage/transportation container(s), if used to transport the Vehicle to the launch point. The configuration shall allow two operators to complete final pre-mission preparation, launch, recover, and stow for safe transit without extensive handling equipment in a CRRC at sea. Capability to perform these functions without any handling equipment is desirable. See Appendix C for applicable specifications of the CRRC.

7.6.3.5 System Modularity

The EOD HULS shall provide modularity of features such that sensors and auxiliary devices may be connected to the vehicle without modification of the body structure. Vehicle sub-systems shall be modular in nature to provide for quick change-out of batteries and failed components without compromising the integrity of the vehicle structure or requiring advanced diagnostic skills.

7.6.3.6 EOD HULS Footprint

The EOD HULS, consolidated for shipboard storage, including topside and ancillary equipment, spares, etc. shall fit into an Internal Airlift/Helicopter Slingable Unit (ISU-90) (108"L X

88"W X 90"H). System footprint is defined as the deck space required for securing the EOD HULS for transit/storage.

7.7 Human Factors Engineering

The EOD HULS shall be designed, and equipment selected, to provide work environments which foster effective procedures, work patterns, and personnel safety and health, and which minimize factors which degrade human performance or increase error. The design shall be such that operator workload, accuracy, time constraints, mental processing and communication requirements do not exceed operator capabilities. MIL-STD-1472F and/or ASTM F1166-95a (2000) shall guide design for human interfaces.

MIL-STD-1472F, paragraph 5.9.11.3, Weight, and its associated Table XVII, or ASTM F1166-95a (2000) paragraph 38.3, and its associated Table 43, may be used as a guide for human related weight handling limits.

7.7.1 Manpower

The number of trained operators needed to safely maintain and operate the EOD HULS shall not exceed three personnel. This includes analysis and reporting of contacts from the near real time data and any post mission analysis. The EOD HULS shall be compatible with users' requirements and their knowledge, skills, and abilities.

7.7.2 Personnel

The EOD HULS will be operated by personnel under the command of EOD Groups/Units. No new military occupational skills shall be required in order to deploy, operate, or maintain the EOD HULS. Operation and maintenance tasks for the system shall not require skill levels greater than the equivalent of those currently available in an EOD detachment.

7.7.3 Operator Console

The EOD HULS operator console(s) shall be intuitive and simplify pre-mission set up, pre-dive checkout, mission monitoring, and post mission data download and analysis. During pre-mission set up the operator console shall include an indicator(s) that all subsystems are functioning correctly and are "mission ready". The operator console shall be adequate for use in multiple lighting conditions including direct sunlight viewing and night operations. MIL-STD-1472F and/or ASTM F1166-95a (2000) shall guide design for human interfaces and ergonomic considerations. Design of the console and sensor/vehicle controls shall accommodate the mission being performed from a small craft. The operator console shall be a hardened, splash proof laptop-based system or smaller. Novice operators, following the basic O-level course of instruction, will be able to program a mission and prepare the vehicle for a mission.

7.7.4 Cold Weather Clothing

The design of the EOD HULS shall provide for personnel wearing cold weather protective clothing to operate the required EOD HULS controls and switches for final in-water pre-mission preparation and checkout, launch, operator control of sensors/vehicle, near real time data analysis, and recovery of an EOD HULS Vehicle.

7.7.5 Nuclear, Biological, and Chemical Contamination (NBCC)

The design of the EOD HULS topside systems shall allow for personnel wearing NBCC protective gear and clothing to operate the required system controls and switches for final premission preparation and checkout, launch, operator control of sensors/vehicle, near real time data analysis, and recovery of the vehicle.

7.7.6 Safety

The EOD HULS shall be designed for safety of the ship, its crew, and all personnel involved in shipping, loading and handling, operation, and maintenance of the system. No single point of failure or human error shall lead to initiation of a Category I hazard (Catastrophic - defined as death, system loss, or severe damage) or Category II hazard (Critical - defined as severe injury, severe occupational illness, major system or environmental damage). Two or more independent faults, which may result in a Category I or II hazard, shall not be permitted unless their total probability of occurrence is less than or equal to 1 X 10⁻⁶. Safety hazards shall be tracked and analyzed per MIL-STD-882D.

7.8 Operational Environment Parameters

The EOD HULS shall have the capability to survive and function properly after being tested for environmental suitability in a manner representative of its likely mission profile. For a discussion of a typical scenario for the EOD HULS, refer to paragraph 3.0.

7.8.1 Transportation Altitude

The EOD HULS shall withstand the rigors (e.g., vibration, low temperature, and pressure) of being transported by civilian or military aircraft/helicopters (pressured and non-pressurized) to altitudes of less than or equal to 39,000 feet.

7.8.2 Water Current

The EOD HULS shall be able to operate in water currents ranging from 0 to 3 knots in any direction.

7.8.3 Turbidity Conditions

The EOD HULS shall meet the performance requirements of this document when turbidity conditions preclude the use of an optical sensor.

7.8.4 Wind Force

The EOD HULS shall have the capability to operate in Wind Force equal to Beaufort Wind Force 4 (11 - 16 knots wind speed). Beaufort Wind Force is an international scale of wind force. This scale is used to measure the force of wind's effect on sea surface conditions. The scale ranges from 0 - 12 and can be a guide as to whether the EOD HULS can be deployed.

7.8.5 Transportation and Storage Temperature

The EOD HULS shall perform satisfactorily after being transported and/or stored in the storage configuration and in the un-powered state in temperatures from -4°F (-20°C) to 145°F (63°

C).

7.8.6 Operational Temperature

7.8.6.1 Water Temperature

The EOD HULS shall be capable of operating in water temperatures from 32° F (0° C) to 90° F (32° C). Operational Water temperature is defined as the water temperature while the EOD HULS Vehicle and the auxiliary equipment intended for use in/underwater are deployed for the EOD HULS Vehicle required endurance.

7.8.6.2 Air Temperature

The EOD HULS shall be capable of operating in air temperature (protected from direct sunlight) from 0° F (-18° C) to 109° F (43° C). Operational Air Temperature is defined as the air temperature while the EOD HULS is deployed. For EOD HULS Vehicles and any other components intended for in-water operations, this is the in-air operating temperature prior to and subsequent to the in-water portion of the mission.

7.8.7 Temperature Shock

The UUV System shall be operable after encountering thermal shock associated with exposure to temperature extremes of 0°F (-18° C) to 109°F (43°C) (air) and 90° F (32° C) to 32° F (0° C) (in-water).

7.8.8 Shock and Vibration

The UUV System shall be tested for shock and vibration suitability in a manner representative of its likely mission profile.

7.8.8.1 Transportation Shock and Vibration

The EOD HULS, when packed in its shipping containers, shall perform satisfactorily after being exposed to shock and vibration conditions which may be encountered during transportation over highways and secondary and tertiary roads, as well as by aircraft and sea vessels.

7.8.9 Electromagnetic Environments

The EOD HULS must withstand the adverse effects of electromagnetic environments (EMEs) that will be encountered during operations aboard surface ships. Therefore, the EOD HULS shall meet the Electromagnetic Interference requirements of MIL-STD-461E as follows:

- Test Method RE101, Radiated Emissions, magnetic field, 30 Hz to 100 kHz.
- Test Method RE102, Radiated Emissions, electric field, 10 kHz to 18 GHz.
- Test Method RS101, Radiated Susceptibility, magnetic field, 30 Hz to 100 kHz.
- Test Method RS103, Radiated Susceptibility, electric field, 2 MHz to 40 GHz.

7.9 Packaging

7.9.1 ASTM D3951-98 should be used as guidance.

7.9.2 Shipping and Storage Containers

7.9.2.1 Containers

The EOD HULS shall include containers for shipping and storage of the vehicle and all ancillary equipment. The same containers shall be used for shipping and storage; therefore, the containers shall have adequate handles and meet weight requirements to be man portable.

7.9.2.2 Container Size and Weight

The entire system shall be capable of shipment in one or more shipping container(s) to allow shipment by overnight common carriers. Container Size: Maximum length – 108 inches, Maximum length plus girth* – 130 inches; Loaded Container Weight: Maximum of 150 lbs. *"length plus girth" = length plus twice the height plus twice the width.

7.10 Handling

If the EOD HULS requires a deck cart to move the EOD HULS between its storage location and the ship's launch and/or recovery station, and/or to secure the vehicle on deck for transit, as determined by the Government, the cart shall use tires to protect the ship deck from damage.

7.11 Transportation

The EOD HULS shall be capable of shipment by commercial or military marine, rail, truck, or air assets. The EOD HULS shall be designed to allow commercial shipment by airfreight in 3 days (FEDEX or equivalent).

7.12 Marking

Each major component of the EOD HULS shall be uniquely serialized using a permanent marking method. The EOD HULS will not be marked with any other identifying information. Marking shall meet Department of Defense (DoD) requirements for Unique Identification of Tangible Items (UID) in accordance with MIL-STD-130M, and shall meet ISO Standard 15434 requirements for syntax and formatting.

8.0 QUALITY ASSURANCE PROVISIONS

8.1 Responsibility for Test/Inspection

Unless otherwise specified in the contract, the supplier is responsible for the performance of all specified tests and inspections. The government reserves the right to witness or separately perform tests on all of the specification requirements.

8.2 Factory Acceptance Testing

The contractor shall test the system before delivery to verify correct operation in accordance with its standard practice.

8.3 First Article Testing (FAT) / Prototype Test & Evaluation (T&E)

If specified in the contract, First Articles and/or prototype systems will undergo Requirements Compliance Testing and Evaluation (RCT&E) in accordance with the following, as

appropriate.

❖ RCT&E

- Hardware Phase.
 - The UUV System will undergo the Hardware phase of RCT&E that includes Engineering Evaluation, User Evaluation, and Environmental Testing to determine the extent of compliance with the requirements of the EOD HULS Performance Specification.
- Documentation Phase.
 - The Technical/Logistic Documentation will undergo the Documentation phase of RCT&E that will be performed to determine the extent of compliance with the applicable Contract Data Requirements.

8.4 Production Lot Testing

The Government shall perform production lot testing of each EOD HULS within the time frame stated in the contract. Testing will be conducted following successful completion of the onsite training (if required by the contract) of the EOD HULS Operators and at least one in-water vehicle operational mission.

9.0 ACRONYMS AND ABBREVIATIONS

AC Alternating current

ASTM American Society of Testing Materials
AT/FP Anti-Terrorism / Force Protection

C Degrees Celsius

CFR Code of Federal Regulations
CLA Contact localization accuracy
CMT Corrective Maintenance Time

CONOP Concept of Operations
COTS Commercial off-the-shelf
CRRC Combat Rubber Raiding Craft

D-level Depot-level

DoD Department of Defense

DODD Department of Defense Directive
DODINST Department of Defense Instruction
EME Electromagnetic environment
EOD Explosive Ordnance Disposal

HULS Hull Unmanned Underwater Vehicle Localization System

F Degrees Fahrenheit
FAT First Article Testing
FEDEX Federal Express

FSW Feet seawater

GFI Ground Fault Interrupter

GHz Gigahertz
H Height
Hz Hertz

ISO International Standards Organization
ISU Internal Airlift/Helicopter Slingable Unit

kHz Kilohertz
L Length
Lbs pounds

m²/min square meters per minute

MCMTOMF Mean corrective maintenance time for operational mission failures

MIL-STD Military Standard MILC Mine-like contact

MHz Megahertz

MSC Military Sealift Command
NAVSEA Naval Sea Systems Command

NAVSEAINST NAVSEA Instruction

NBCC Nuclear, Biological, and Chemical Contamination

NDI Non-developmental Item
O-level Organizational-level
OA Open Architecture

OMF Operational mission failure OPNAV Chief of Naval Operations

OPNAVINST Chief of Naval Operation Instruction

PMA Post mission analysis

RCT&E Requirements Compliance Test and Evaluation

SEP Spherical error probable T&E Test and Evaluation

Unique Identification US Naval Ships US Ships UID USNS

USS

UUV Unmanned Underwater Vehicle

VAC Volts alternating current

W Width

APPENDIX A

REQUIREMENT FOR OPEN ARCHITECTURE (OA) IMPLEMENTATION



DEPARTMENT OF THE NAVY OFFICE OF THE CHIEF OF NAVAL OPERATIONS 2000 NAVY PENTAGON WASHINGTON, DC 20350-2000

9010 Ser N6N7/ 5U916276 23 Dec 05

From: Deputy Chief of Naval Operations (Warfare Requirements and Programs) (N6/N7)

Subj: REQUIREMENT FOR OPEN ARCHITECTURE (OA) IMPLEMENTATION

Ref: (a) ASN(RDA) Memorandum on Naval Open Architecture Scope and Responsibilities dated 05 August 04

Encl: (1) OA Enterprise Team

- 1. Purpose. This letter establishes the requirement to implement Open Architecture (OA) principles across the Navy Enterprise. To deliver timely, affordable, interoperable warfighting capability to the fleet, made sustainable by the flexible integration of emerging capabilities, we must incorporate OA processes and business practices now.
- 2. Background. Warfare systems include hardware, software and people. Human factors, (i.e. such as training, education and doctrine) factor heavily in warfighting effectiveness. Naval OA transformation must match the rapid evolution in commercial and military technology. Not only must we shorten the kill chain across the family of systems; we must also shorten the time and cost it takes to deliver capability improvements. Our current process takes nearly a decade, costs hundreds of millions of dollars and delivers products that are commercially obsolete and have only incremental improvements in warfighting capability. That is not good enough, and must change in POMO8. Acquisition processes and business practices must transition now in order to support POM O8 and implement agile changes that support rapidly evolving requirements.

OA Principles include:

a. <u>Modular design and design disclosure</u> to permit evolutionary design, technology insertion, competitive innovation, and alternative competitive approaches from multiple qualified sources.

Subj: REQUIREMENT FOR OPEN ARCHITECTURE (OA) IMPLEMENTATION

- b. Reusable application software, selected through open competition of 'best of breed' candidates, reviewed by subject matter expert peers and based on data-driven analyses and experimentation to meet operational requirements. Design disclosure must be made available for evolutionary improvement to all qualified sources.
- c. Interoperable joint warfighting applications and secure information exchange using common services (e.g. common time reference), common warfighting applications (e.g. OA track manager) and information assurance as intrinsic design elements.
- d. <u>Life cycle affordability</u> including system design, development, delivery and support while mitigating COTS obsolescence by exploiting the Rapid Capability Insertion Process/Advanced Processor Build (RCIP/APB) methodology.
- e. Encouraging competition and collaboration through development of alternative solutions and sources.
- 3. OA Requirements and Actions. OA principles shall be incorporated into all Navy System requirements. Reference (a) describes policy and established the Open Architecture Enterprise Team (OAET). N76 shall represent N6/N7 on the OAET and all N6/N7 Division Directors shall appoint O-6 representatives to an OA Council (OAC), chaired by N766, to work with the OAET in meeting these requirements.
- a. The OAC will convene as required to communicate Naval requirements and POM/PR guidance to the acquisition community.
- b. Enclosure (1) contains near-term guidance for PEOs, the OAC and the OAET, in support of POMO8 planning. I plan to issue additional guidance supporting additional enterprise efforts such as OA/FORCEnet risk reduction testing, RCIP, and OA initiatives such as Common Network Interface (CNI).
- 4. Effective Date. Effective upon receipt.

17. L. Ehmel

M. J. EDWARDS Rear Admiral, U.S. Navy

Distribution: PEO IWS CNO (N71 N75 N76 N77 N79)

Subj: REQUIREMENT FOR OPEN ARCHITECTURE (OA) IMPLEMENTATION

CNO (N71, N75, N76, N77, N78) Copy to: CNO (NOO, N2, N3/N5, N4, N6O, N7O, N8, N091) DNS ASN (RDA) ASN (FM&C) DASN (SHIPS) DASN (IWS) DASN (C4I) DASN (SPACE) DASN (AIR) DASN (LMW) DASN (M&B) DASN (IP) DASN (ACQ) DASN (RDT&E) DASN (LOG) DASN (IPO) PEO (SHIPS) PEO (C4I) PEO (SPACE) PEO (LMW) PEO (SUBMARINES) PEO (AIRCRAFT CARRIERS) PEO (A) PEO (T) PEO (W) PEO (JSF) COMNAVSEASYSCOM (00,017,02,03,06,07) COMNAVAIRSYSCOM

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COMMARCORSYSCOM

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APPENDIX B

Mission Report Required Data Items:

- Command
- Mission Date
- Mission Number
- Mission Type
- Search Type
- > EOD HULS Serial Number
- ➤ EOD HULS Vehicle Serial Number
- > EOD HULS Programmer
- ➤ EOD HULS Operator
- > EOD HULS Search Area
 - UUV Ingress to Search Area
 - Height Planned
 - Height Actual
 - Width Planned
 - Width Actual
 - UUV Egress
 - Lane Spacing
- > Vehicle
 - Run Time
 - Total distance traveled (linear)
 - Max Depth
 - Speed

- Failures
 - Mission Critical (abort)
 - Mission Degraded (not aborted)
- Environment
 - Operating Environment
 - Search Water Depth
 - Current
 - During Search (range)
 - At Surface
 - At Max Depth
 - Bottom Type
 - Obstacles
 - Turbidity
 - Water Temperature
 - Sea State
- Contacts
 - Number of Contacts Detected
 - Number of Contacts Marked (Classified and/or Identified)

NOTE: The above list should be tailored to the specific system and the items that do not apply should be deleted.

APPENDIX C

CRRC Specifications for EOD HULS Interface:

- See paragraph 7.6.3.4
- ❖ Information provided is for a generic CRRC typically used for launches and recovery.
- ❖ Dimensions, etc. are **approximate** and are not specific to any one craft.
- Additional information on typical inflatables that may be used can be found at: www.avoninflatables.co.uk/ or www.zodiacmarineusa.com/boats/introduction.htm

Overall Length – 16 feet Overall Width – 7 feet Weight - 300 lbs. Draft – 2 feet Payload - 2200 lbs. (total) Air compartments – 4 Typical EOD HULS Operations:
Occupants – 4 persons
Outboard motor – 55 hp
Speed 10-12 knots (avg.)
EOD HULS Vehicle
Operator Console

